
Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Names of the Claimants
Eric M. Behr

Case Number: 04-02346

Names of the Respondents
David Robinson
Maria Robinson
Midrange Accounting, Inc.

Hearing Site: Boca Raton, FL

Nature of the Dispute: Associated Person vs. Customer.

REPRESENTATION OF PARTIES

For Eric M. Behr ("Behr"), hereinafter referred to as "Claimant": David A. Weintraub, Esq.,
David A. Weintraub, P.A., Fort Lauderdale, Florida.

For David Robinson ("DR"), Maria Robinson ("MR") and Midrange Accounting, Inc. ("MAI"),
hereinafter referred to as "Respondents": Randall W. Henley, Esq. Randall W. Henley, P.A.,
West Palm Beach, Florida.

CASE INFORMATION

Statement of Claim filed on or about: April 2, 2004.

Claimant signed but did not date the Uniform Submission Agreement.

Statement of Answer filed by Respondents on or about: May 3, 2004.

Respondent MAI signed the Uniform Submission Agreement: April 30, 2004.

Respondent DR signed the Uniform Submission Agreement: April 30, 2004.

Respondent MR signed the Uniform Submission Agreement: April 30, 2004

CASE SUMMARY

Claimant asserted that the settlement agreement in connection with the resolution of the arbitration proceedings in NASD Dispute Resolution Case Number 02-03089 provided that Claimant's NASD Central Registration Depository ("CRD") records should be expunged. The causes of action in NASD Dispute Resolution Case Number 02-3089 related to unspecified stock purchases.

Respondents responded that they did not have any objection to the expungement of Claimant's CRD records.

RELIEF REQUESTED

Claimant requested that all references to NASD Dispute Resolution Case Number 02-3089, occurrence 1082954, be expunged from his NASD CRD records and that all member surcharges related to this matter be assessed against member firm Salomon Smith Barney n/k/a Citigroup Global Markets, Inc.

Respondents did not specifically delineate a relief request.

OTHER ISSUES CONSIDERED AND DECIDED

Claimant requested that a single arbitrator be appointed to enter an Award directing expungement of this matter. Respondents agreed to Claimant's request.

On or about September 14, 2004, Claimant submitted a proposed Stipulated Award for expungement of the NASD CRD records of Claimant Behr.

AWARD

After considering the pleadings and the proposed Stipulated Award, the undersigned arbitrator (the "Arbitrator") has decided in full and final resolution of the issues submitted for determination as follows:

1. The Arbitrator recommends the expungement of all references to the above-captioned arbitration and all references to NASD Dispute Resolution Case Number 02-03089 from Claimant Behr's public and non-public registration records maintained by NASD CRD, with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent Behr must obtain confirmation from a court of competent jurisdiction before the CRD with execute the expungement directive.
2. Any and all claims for relief not specifically addressed herein are denied.
3. The parties shall bear their own costs and attorneys' fees.

FEES

Pursuant to the NASD Code of Arbitration Procedure (the "Code"), the following fees are assessed:

Filing Fees

NASD Dispute Resolution will retain or collect the non-refundable filing fees for each claim:
Initial claim filing fee = \$ 250.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person at the time of the events giving rise to the

dispute. Accordingly, Salomon Smith Barney n/k/a Citigroup Global Markets, Inc. was the employing firm of Claimant and is a member firm.

Member surcharge	= \$1,500.00
<u>Pre-hearing process fee</u>	<u>= \$ 750.00</u>
Total Member Fees	= \$2,250.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

No adjournment fees were incurred during these proceedings.

Three-Day Cancellation Fees

Fees apply when a hearing on the merits is postponed or settled within three business days before the start of a scheduled hearing session.

No three-day cancellation fees were incurred during these proceedings.

Injunctive Relief Fees

Injunctive relief fees are assessed to each member or associated person who files for a temporary injunction in court. Parties in these cases are also assessed arbitrator travel expenses and costs when an arbitrator is required to travel outside his or her hearing location and additional arbitrator honoraria for the hearing for permanent injunction. These fees, except the injunctive relief surcharge, are assessed equally against each party unless otherwise directed by the panel.

No injunctive relief fees were incurred during these proceedings.

Forum Fees and Assessments

The Arbitrator has assessed forum fees for each session conducted. A session is any meeting between the parties and the arbitrator, including a pre-hearing conference with the arbitrator, that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with the Arbitrator @ \$ 450.00	= \$ 450.00
Pre-hearing conferences: August 17, 2004	1 session

Total Forum Fees	= \$ 450.00
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The Parties have agreed that the forum fees of \$450.00 are assessed to Claimant.

Administrative Costs

Administrative costs are expenses incurred due to a request by a party for special services beyond the normal administrative services. These include, but are not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

No administrative costs were incurred during these proceedings.

Fee Summary

Claimant is solely liable for:

Initial Filing Fee	= \$ 250.00
Forum Fees	= \$ 450.00
Total Fees	= \$ 700.00
Less payments	= \$ 700.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Citigroup Global Markets, Inc. is solely liable for:

Member Fees	= \$2,250.00
Total Fees	= \$2,250.00
Less payments	= \$2,250.00
Balance Due NASD Dispute Resolution	= \$ 0.00

All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATOR

Charles E. Ray, Esq. - Public Arbitrator, Presiding Chairperson

Arbitrator's Signature

/s/
Charles E. Ray, Esq.
Public Arbitrator, Presiding Chairperson

December 23, 2004
Signature Date

December 24, 2004
Date of Service (For NASD Dispute Resolution office use only)

Fee Summary

Claimant is solely liable for:

Initial Filing Fee	= \$ 250.00
Forum Fees	= \$ 450.00
Total Fees	= \$ 700.00
Less payments	= \$ 700.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Citigroup Global Markets, Inc. is solely liable for:

Member Fees	= \$2,250.00
Total Fees	= \$2,250.00
Less payments	= \$2,250.00
Balance Due NASD Dispute Resolution	= \$ 0.00

All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATOR

Charles E. Ray, Esq.

Public Arbitrator, Presiding Chairperson

Arbitrator's Signature



Charles E. Ray, Esq.
Public Arbitrator, Presiding Chairperson

December 23, 2004
Signature Date

Date of Service (For NASD Dispute Resolution office use only)