
**Stipulated Award
NASD Dispute Resolution**

In the Matter of the Arbitration Between:

Names of the Claimants

Ronald Nackman
Phyllis Nackman
Ronald Nackman Trust
Phyllis Nackman Trust

Case Number: 04-02679

Names of the Respondents

Sentra Securities Corporation
Citigroup Global Markets, Inc. f/k/a
Salomon Smith Barney, Inc.
Neil Winterrowd

Hearing Site: Boca Raton, FL

Nature of the Dispute: Customer vs. Member and Associated Person.

REPRESENTATION OF PARTIES

For Ronald Nackman ("R. Nackman"), Phyllis Nackman ("P. Nackman"), Ronald Nackman Trust (the "RN Trust") and Phyllis Nackman Trust (the "PN Trust"), hereinafter collectively referred to as "Claimants": Scott L. Silver, Esq., Blum and Silver LLP, Coral Springs, Florida.

For Citigroup Global Markets, Inc. f/k/a Salomon Smith Barney ("Citigroup"): Jason S. Haselkorn, Esq., Boose Casey Ciklin Lubitz Martens McBane and O'Connell, West Palm Beach, Florida.

For Sentra Securities Corporation ("Sentra"): Frank R. Rodriguez, Esq., Rodriguez, Tramont, Guerra and Nunez, P.A., Coral Gables, Florida.

For Neil Winterrowd ("Winterrowd"): Craig R. Bockman, Esq., Jones, Bell, Abbott, Fleming and Fitzgerald LLP, Los Angeles, California.

CASE INFORMATION

Statement of Claim filed on or about: April 12, 2004.

Claimants signed the Uniform Submission Agreement: March 30, 2004.

Statement of Answer filed by Respondents Citigroup and Winterrowd on or about: June 24, 2004.

Statement of Answer filed by Respondent Winterrowd on or about: June 25, 2004.

Respondent Citigroup signed the Uniform Submission Agreement: May 17, 2004.

Respondent Winterrowd signed the Uniform Submission Agreement: May 26, 2004.

Respondent Sentra signed the Uniform Submission Agreement: June 17, 2004.

Motion to Dismiss Or, Alternatively, for a More Definite Statement, Motion to Strike Punitive Damages Claim and Answer and Affirmative Defenses filed by Respondent Sentra on or about: June 24, 2004.

Corrected Motion to Dismiss Or, Alternatively, for a More Definite Statement, Motion to Strike Punitive Damages Claim and Answer and Affirmative Defenses filed by Respondent Sentra on or about: June 25, 2004.
Response to Motion for a More Definite Statement, Response to Motion to Dismiss, and Response to Motion to Strike Punitive Damages filed by Claimants on or about: July 12, 2004.
Motion to Dismiss; Declaration of Respondent Winterrowd in Support of Motion to Dismiss filed by Respondent Winterrowd on or about: January 3, 2005.
Response to Respondent Winterrowd's Motion to Dismiss filed by Claimants on or about: January 14, 2005.
Reply Brief in Support of his Motion to Dismiss filed by Respondent Winterrowd on or about: January 14, 2005.

CASE SUMMARY

Claimants asserted the following causes of action: breach of fiduciary duty; breach of contract; unsuitability; negligence; omission; negligent supervision; common law fraud; and, violation of NYSE Rule 405 and NASD Rule 2310. The causes of action relate to Claimants' investment in variable annuities, including but not limited to, sub-accounts to mutual funds invested in Janus Capital Growth mutual funds and Credit Suisse International Equity mutual funds.

Unless specifically admitted in their Answer, Respondents denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

Respondents denied all allegations of wrongdoing and alleged, among other things, that Claimants' investments were suitable given their investment objectives and overall financial situation, and that the decline in the value of Claimants' investments, if any, was the result of overall market conditions at the time, and not the result of any wrongful conduct by Respondents.

Specifically, Respondent Winterrowd denied that he was the registered representative who was involved in the investments that Claimants asserted in their Statement of Claim. Respondent Winterrowd also moved to dismiss all of the claims asserted against him on the ground that he was not the properly named registered representative because he had no connection with the transactions at issue. Respondent Winterrowd did not recommend, process, receive commissions from ING, or place the orders for Claimants' transactions that they assert were improper consisting of the surrender of the Lincoln Benefit annuities and the subsequent purchase of the replacement ING annuities in 2000. The evidence submitted with that motion demonstrated that those transactions were undertaken by another registered representative associated with Independent Advantage—not by Respondent Winterrowd. When the Claimants settled their claims against the broker-dealer Respondents, they specifically acknowledged that Respondent Winterrowd “was improperly named as a respondent in the Action.”

RELIEF REQUESTED

Claimants requested: 1) compensatory damages of approximately \$689,000.00; 2) interest at the legal rate from the date of purchase or reasonable market return; 3) rescission; 4) punitive damages; 5) the costs of this proceeding; and 6) for such other relief as just and proper.

Respondents Citigroup and Winterrowd requested that Claimants' Statement of Claim be dismissed in its

entirety, that Claimants be ordered to pay Respondents' costs, expenses, and attorney's fees Claimant, that this matter be expunged from Respondent Winterrowd's NASD Central Registration Depository ("CRD") record, and that Respondents be awarded such further relief as is deemed just and proper.

Respondent Sentra requested that Claimants' Statement of Claim be dismissed in its entirety, and that Respondent Sentra be awarded the fees and costs incurred in the defense of this action, along with such other relief as is appropriate.

OTHER ISSUES CONSIDERED AND DECIDED

On or about December 27, 2004 the Panel issued an order denying Respondent Sentra's Motion to Dismiss and Motion for a More Definite Statement, denying Respondent Sentra's Motion for a More Definite Statement and granting Respondent Sentra's Motion to Strike Punitive Damages.

On or about January 24, 2005 the Panel issued an order denying Respondent Winterrowd's Motion to Dismiss, without prejudice.

On or about October 6, 2005, the parties advised the NASD that they had reached a settlement.

Claimants and Respondent Sentra Securities Corporation have entered into a confidential settlement agreement pursuant to which Claimants have dismissed all of their claims with prejudice as to that Respondent. Claimants and Respondent Citigroup have entered into a settlement agreement pursuant to which Claimants have dismissed all of their claims with prejudice as to that Respondent. Respondent Winterrowd is not a party to any settlement with Claimants or with any party to this proceeding. Respondent Winterrowd made no payment in connection with the settlement and no payment was made on his behalf or in order to obtain his dismissal. Because Claimants and Respondents have settled the claims between them, and because the parties acknowledge that Respondent Winterrowd was improperly named as a Respondent in this arbitration, the parties jointly request that an Award be issued expunging the references to this proceeding from the NASD CRD records of Respondent Winterrowd.

The parties have agreed the Stipulated Award in this matter may be executed in counterpart copies.

AWARD

After considering the pleadings, and the proposed Stipulate Award Panel has decided in full and final resolution of the issues submitted for determination as follows:

The Panel accepts the dismissals of all claims asserted by Claimants against all Respondents with prejudice;

All other relief not expressly granted is hereby denied;

The Panel expressly finds that the allegations as to Respondent Winterrowd are clearly erroneous and that Respondent Winterrowd was not the registered person involved in the alleged investment-related sales practice violations because he was not involved in the transactions that gave rise to Claimants' claims.

The Panel recommends the expungement of all references to the above captioned Arbitration from Respondent Winterrowd's registration records maintained by the NASD CRD, with the understanding that Respondent must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive, pursuant to NASD Notice to Members 04-16.

Unless NASD specifically waives this requirement in writing, parties seeking judicial confirmation of an arbitration award containing expungement relief must name NASD as an additional party and serve NASD with all appropriate documents.

Pursuant to Rule 2130, the arbitration panel has made the following affirmative findings of fact:

The registered persons were not involved in the alleged investment-related sales practice violation; and,
The claims were clearly erroneous.

Any and all claims for relief not specifically addressed herein including Claimant's request for punitive damages, are denied and dismissed with prejudice.

FEES

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

Filing Fees:

NASD will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee = \$ 375.00

Member Fees:

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. Accordingly, Citigroup is a party and member firm.

Member Surcharge	\$2,250.00
Pre-hearing Process Fee	\$ 750.00
<u>Hearing Process Fee</u>	<u>\$4,000.00</u>
Total Member Fees	\$7,000.00

Sentra is a party and member terminated firm.

Member Surcharge	\$2,250.00
Pre-hearing Process Fee	\$ 750.00
<u>Hearing Process Fee</u>	<u>\$4,000.00</u>
Total Member Fees	\$7,000.00

Adjournment Fees:

Adjournments granted during these proceedings for which fees were assessed:

There were no adjournment fees assessed 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.

There were no Three-Day Cancellation fees assessed in 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.

There were no Injunctive relief fees assessed in these proceedings.

Forum Fees and Assessments

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

Two (2) Pre-hearing sessions with the Panel @ \$1,200.00/session	= \$ 2,400.00
Pre-hearing conferences: November 30, 2004 1 session	
January 24, 2005 1 session	
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Total Forum Fees	= \$ 2,400.00

The Panel has assessed \$ 1,200.00 of the forum fees to Claimants jointly and severally.

The Panel has assessed \$ 1,200.00 of the forum fees to Respondents jointly and severally.

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 not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

There were no administrative costs incurred during these proceedings.

Fee Summary

Claimants are jointly and severally liable for:

Initial Filing Fee	= \$ 375.00
Forum Fees	= \$ 1,200.00
Total Fees	= \$ 1,575.00
Less Payments	= \$ 1,575.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent Citigroup is solely liable for:

Member Fees	= \$ 7,000.00
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Total Fees	= \$ 7,000.00
<u>Less Payments</u>	<u>= \$ 7,000.00</u>
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent Sentra is solely liable for:

<u>Member Fees</u>	<u>= \$ 7,000.00</u>
Total Fees	= \$ 7,000.00
<u>Less Payments</u>	<u>= \$ 7,000.00</u>
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondents are jointly and severally liable for:

<u>Forum Fees</u>	<u>= \$ 1,200.00</u>
Total Fees	= \$ 1,200.00
<u>Less Payments</u>	<u>= \$ 0.00</u>
Balance Due NASD Dispute Resolution	= \$ 1,200.00

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

ARBITRATION PANEL

Seth L. Finkel, Esq.	- Public Arbitrator, Presiding Chairperson
Manuel Farach, Esq.	- Public Arbitrator
Morton D. Siegel	- Non-Public Arbitrator

Concurring Arbitrators Signatures

/s/
Seth L. Finkel, Esq.
Public Arbitrator, Presiding Chairperson

December 22, 2005
Signature Date

/s/
Manuel Farach, Esq.
Public Arbitrator

December 21, 2005
Signature Date

/s/
Morton D. Siegel
Non-Public Arbitrator

December 21, 2005
Signature Date

December 22, 2005
Date of Service (For NASD Dispute Resolution use only)

NASD Dispute Resolution
Arbitration No. 04-02679
Stipulated Award Page 6

Total Fees	= \$ 7,000.00
<u>Less Payments</u>	= \$ 7,000.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent Sentra is solely liable for:

<u>Member Fees</u>	= \$ 7,000.00
Total Fees	= \$ 7,000.00
<u>Less Payments</u>	= \$ 7,000.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondents are jointly and severally liable for:

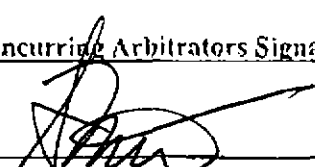
<u>Forum Fees</u>	= \$ 1,200.00
Total Fees	= \$ 1,200.00
<u>Less Payments</u>	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 1,200.00

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

ARBITRATION PANEL

Seth L. Finkel, Esq.	- Public Arbitrator, Presiding Chairperson
Manuel Farach, Esq.	- Public Arbitrator
Morton D. Siegel	- Non-Public Arbitrator

Concurring Arbitrators Signatures



Seth L. Finkel, Esq.
Public Arbitrator, Presiding Chairperson

12/22/05

Signature Date

Manuel Farach, Esq.
Public Arbitrator

Signature Date

Morton D. Siegel
Non-Public Arbitrator

Signature Date

Date of Service (For NASD Dispute Resolution use only)

Total Fees	= \$ 7,000.00
<u>Less Payments</u>	<u>= \$ 7,000.00</u>
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent Sentra is solely liable for:

<u>Member Fees</u>	<u>= \$ 7,000.00</u>
Total Fees	= \$ 7,000.00
<u>Less Payments</u>	<u>= \$ 7,000.00</u>
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondents are jointly and severally liable for:

<u>Forum Fees</u>	<u>= \$ 1,200.00</u>
Total Fees	= \$ 1,200.00
<u>Less Payments</u>	<u>= \$ 0.00</u>
Balance Due NASD Dispute Resolution	= \$ 1,200.00

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

ARBITRATION PANEL

Seth L. Finkel, Esq.	-	Public Arbitrator, Presiding Chairperson
Manuel Farach, Esq.	-	Public Arbitrator
Morton D. Siegel	-	Non-Public Arbitrator

Concurring Arbitrators Signatures

Seth L. Finkel, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date



Manuel Farach, Esq.
Public Arbitrator



Signature Date

Morton D. Siegel
Non-Public Arbitrator

Signature Date

Date of Service (For NASD Dispute Resolution use only)

NASD Dispute Resolution

Arbitration No. 04-02617

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Total Fees	= \$ 7,000.00
Less Payments	= \$ 7,000.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent Sentra is solely liable for:

Member Fees	= \$ 7,000.00
Total Fees	= \$ 7,000.00
Less Payments	= \$ 7,000.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondents are jointly and severally liable for:

Member Fees	= \$ 1,250.00
Total Fees	= \$ 1,250.00
Less Payments	= \$ 1,250.00
Balance Due by all Respondents	= \$ 0.00

All fees are payable to NASD Dispute Resolution, 1735 K Street, N.W., Washington, D.C. 20005, pursuant to Rule 10930(c) of the Code.

(Signature)

(Signature)
Name of Respondent
Address of Respondent

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12/31/05
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Name of Respondent
Address of Respondent