

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Bennett E. Roth (Claimant) v. Citigroup Global Markets, Inc. and Michael Engle Peacock (Respondents)

Case Number: 04-03225

Hearing Site: New York, New York

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

REPRESENTATION OF PARTIES

Claimant, Bennett E. Roth ("Roth") hereinafter referred to as "Claimant": Alan P. Fraade, Esq., Mintz & Fraade, P.C., New York, NY.

Respondents, Citigroup Global Markets, Inc. ("Citigroup") and Michael Engle Peacock ("Peacock"), hereinafter collectively referred to as "Respondents": Richard C. Szuch, Esq., Dillon, Bitar & Luther, LLC, Morristown, NJ. Previously represented by Ellen Slipp, General Counsel Citigroup Global Markets, Inc., New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: April 29, 2004.

Claimant signed the Uniform Submission Agreement: January 16, 2004.

Joint Statement of Answer filed by Respondents Citigroup and Peacock on or about: July 29, 2004.

Respondent Citigroup signed the Uniform Submission Agreement: August 4, 2004.

Respondent Peacock signed the Uniform Submission Agreement: August 13, 2004.

CASE SUMMARY

Claimant asserted the following causes of action: fraud, breach of fiduciary duty, negligence, suitability, churning, and breach of contract. The causes of action relate to common stock and mutual funds.

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

RELIEF REQUESTED

Claimant requested:

Compensatory Damages	\$ 200,000.00
Punitive Damages	\$ 1,000,000.00
Attorneys' Fees	\$ Unspecified
Other Costs	\$ Unspecified

Respondents requested that Claimant's Statement of Claim be dismissed, that Respondents be awarded fees, expenses, other costs of this proceeding and expungement of Peacock's CRD record.

OTHER ISSUES CONSIDERED AND DECIDED

During the hearing, Respondents challenged jurisdiction by claiming the Claimant failed to pursue the claim in a timely manner. After due deliberations, the Panel decided to hold their decision in abeyance until the parties presented their testimony and evidence.

During the hearing Respondents requested Claimant's tax returns. After due deliberations, the Panel denied Respondents' request because it was not timely made.

The parties have agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

AWARD

After considering the pleadings, the testimony and evidence presented at the hearing, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Claimant's claims are dismissed in their entirety.
2. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Michael Engle Peacock's registration records maintained by the Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 04-16, Respondent Michael Engle Peacock must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

Unless specifically waived in writing by the NASD, 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 of the NASD Code of Arbitration Procedure, the arbitration panel has made the following affirmative findings of fact:

The claim, allegation, or information is false and defamatory in nature.

3. All forum fees are assessed against Claimant.
4. Any and all relief not specifically addressed herein, including punitive damages, is denied.

FEES

Pursuant to 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 = \$ 500.00

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, Citigroup is a party.

Member surcharge	= \$ 2,800.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$ 5,000.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

February 15-16, 2005, adjournment by Respondents	= \$ 1,200.00
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Forum Fees and Assessments

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

One (1) Pre-hearing sessions with Panel @ \$1,200.00	= \$ 1,200.00
Pre-hearing conference: October 14, 2004 1 session	

Four(4) Hearing sessions @ \$1,200.00	= \$ 4,800.00
Hearing Dates: June 6, 2005 2 sessions	
June 28, 2005 2 session	

Total Forum Fees	= \$ 6,000.00
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1. The Panel has assessed \$6,000.00 of the forum fees against Claimant.

Fee Summary

1. Claimant is solely liable for:

Initial Filing Fee	= \$ 500.00
Forum Fees	= \$ 6,000.00

Total Fees	= \$ 6,500.00
<u>Less payments</u>	= \$ 1,700.00
Balance Due NASD Dispute Resolution	= \$ 4,800.00

2. Respondent Citigroup is solely liable for:

<u>Member Fees</u>	= \$ 8,550.00
Total Fees	= \$ 8,550.00
<u>Less payments</u>	= \$ 8,550.00
Balance Due NASD Dispute Resolution	= \$ 0.00

3. Respondents Citigroup Global Markets, Inc. and Michael Engle Peacock are jointly and severally liable for:

<u>Adjournment Fee</u>	= \$ 1,200.00
Total Fees	= \$ 1,200.00
<u>Less payments</u>	= \$ 1,200.00
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.

ARBITRATION PANEL

Melvin Steuerman	-	Public Arbitrator, Presiding Chairperson
Stanley M. Ulanoff	-	Public Arbitrator
Joseph J. Cassidy	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument, which is my award.



Melvin Steuerman
Public Arbitrator, Presiding Chairperson

Signature Date

Stanley M. Ulanoff
Public Arbitrator

Signature Date

Joseph J. Cassidy
Non-Public Arbitrator

Signature Date

July 11, 2005
Date of Service (For NASD Dispute Resolution use only)

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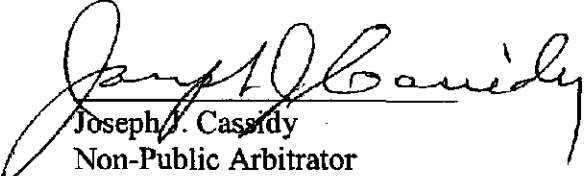
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Stanley M. Ulanoff
Public Arbitrator

Signature Date



Joseph J. Cassidy
Non-Public Arbitrator

7/8/05

Signature Date

July 11, 2005

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