
Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant

Abraham Spieler TTEE FBO Abraham Spieler

Case Number: 04-03655

Names of the Respondents

Citigroup Global Markets Inc., f/k/a
Salomon Smith Barney Inc.
Jack B. Grubman

Hearing Site: Boca Raton, Florida

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

REPRESENTATION OF PARTIES

For Abraham Spieler TTEE FBO Abraham Spieler, hereinafter referred to as "Claimant": Douglas H. Glicken, Law Office of Douglas H. Glicken, Orlando, Florida.

For Citigroup Global Markets Inc., f/k/a Salomon Smith Barney Inc. ("Citigroup") and Jack B. Grubman ("Grubman"), hereinafter collectively referred to as "Respondents": John D. Perry, Esq. and Stephen Mendelsohn, Esq., Greenberg Traurig, Boca Raton, Florida.

CASE INFORMATION

Statement of Claim filed on or about: May 19, 2004.

Claimant signed the Uniform Submission Agreement: September 12, 2003.

Statement of Answer filed by Respondents on or about: October 7, 2004.

Respondents did not file signed Uniform Submission Agreements.

Reply to Respondents' Statement of Answer filed by Claimant on or about: October 15, 2004.

Motion in Limine to Exclude Evidence of Settlements and Other Inadmissible Documents filed by Respondent Citigroup on or about: March 1, 2005.

Amended Statement of Claim filed by Claimant on or about: March 21, 2005.

CASE SUMMARY

Claimant asserted the following causes of action: 1) omission to state material facts and conflicts of interest in violation of Section 17(A) of the Securities Act of 1933; 2) omission to state material facts and conflicts of interest in violation of Chapter 517.301 of the Florida Securities and Investor Protection Act; 3) omission to state material facts and conflicts of interest in violation of NASD Rule 2210(d)(1), Communications with the Public-General Standards; 4) breach of fiduciary duty; and, 5) respondeat superior. The causes of action relate to Claimant's investment in WorldCom stock.

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

RELIEF REQUESTED

Claimant requested rescissory damages in the amount of \$22,793.60, an unspecified amount of punitive damages, interest, costs, attorneys' fees and such other relief as deemed appropriate by the Panel.

Respondents requested that the Statement of Claim be denied in its entirety and dismissed, with prejudice, with attorneys' fees and costs assessed against Claimants.

OTHER ISSUES CONSIDERED AND DECIDED

Respondents Merrill Lynch and Grubman did not file with NASD Dispute Resolution properly executed submissions to arbitration but are required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure (the "Code") and, having answered the claim, appeared and testified at the hearing, are bound by the determination of the Panel on all issues submitted.

On March 21, 2005, at the final hearing for this matter, the Arbitrator denied Respondent Citigroup's Motion in Limine to Exclude Evidence of Settlements and Other Inadmissible Documents. In addition, Claimant's Amended Statement of Claim was submitted into the pleadings and accepted by the Arbitrator.

AWARD

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

Respondent Citigroup is found liable for violation of Florida Statute 517.301 and NASD Rule 2210 and shall pay to Claimant compensatory damages in the amount of \$22,793.60, plus interest at the rate of 12% per annum from May 19, 2004 until March 21, 2005.

Respondent Citigroup is liable and shall pay to Claimant reasonable attorney's fees, pursuant to Florida Statute 517.211, in an amount to be determined by a court of competent jurisdiction.

Respondent Citigroup is liable and shall pay to Claimant the sum of \$125.00 representing reimbursement of the claim filing fee previously paid by Claimant to NASD Dispute Resolution.

All claimant's claims against Respondent Grubman are dismissed, with prejudice.

Any and all claims for relief not specifically addressed herein, including Claimant's request for punitive damages and Respondents' request for attorneys' fees, are 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 = \$ 125.00

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, Respondent Citigroup is a party to this dispute and was a member of NASD at the time the following fees were assessed:
Member surcharge = \$ 425.00

Adjournment Fees

No requests for adjournments were filed in this matter.

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 cancellation fees were assessed in this matter.

Injunctive Relief Fees

No injunctive relief fees were incurred during this proceeding.

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 session with a single arbitrator @ \$450.00	= \$ 450.00
Pre-hearing conference: December 9, 2004 1 session	
Two (2) Hearing sessions with the Arbitrator @ \$450.00	= \$ 900.00
Hearing Date: March 21, 2005 2 sessions	
Total Forum Fees	= \$ 1,350.00

The Arbitrator has assessed the total forum fees of \$1,350.00 to Respondent Citigroup.

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.

No administrative costs were incurred during this proceeding.

Fee Summary

Claimant is solely liable for:

Initial Filing Fee	= \$ 125.00
Total Fees	= \$ 125.00
Less payments	= \$ 125.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent Citigroup is solely liable for:

Member Fees	= \$ 425.00
Forum Fees	= \$ 1,350.00
Total Fees	= \$ 425.00
Less payments	= \$ 425.00
Balance Due NASD Dispute Resolution	= \$ 1,350.00

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

ARBITRATOR

Lawrence M. Green

Public Arbitrator, Presiding Chairperson

Arbitrator's Signature

/s/
Lawrence M. Green
Public Arbitrator, Presiding Chairperson

03/22/05
Signature Date

03/22/05
Date of Service (For NASD Dispute Resolution office use only)

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Award Page 4**Administrative Costs**

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<u>Balance Due NASD Dispute Resolution</u>	= \$ 0.00

Respondent Citigroup is solely liable for:

<u>Member Fees</u>	= \$ 425.00
<u>Forum Fees</u>	= \$ 1,350.00
<u>Total Fees</u>	= \$ 425.00
<u>Less payments</u>	= \$ 425.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 1,350.00

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