
Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant
Burton Schwartz Trust

Case Number: 04-04774

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 Burton Schwartz Trust, hereinafter referred to as "Claimant": Douglas H. Glicken, Esq., Law Office of Douglas H. Glicken, P.A., 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": Ricardo A. Gonzalez, Esq., Greenberg Traurig, P.A., Miami, Florida.

CASE INFORMATION

Statement of Claim filed on or about: July 7, 2004.

Claimant signed the Uniform Submission Agreement: January 13, 2004.

Statement of Answer and Motion to Dismiss filed by Respondents on or about: September 10, 2004.

Claimant's Reply to Respondents' Answer filed on or about: September 15, 2004.

Respondent Citigroup did not file an executed Uniform Submission Agreement.

Respondent Grubman did not file an executed Uniform Submission Agreement.

Amended Statement of Claim filed by Claimant on or about: May 16, 2005.

Respondents' Amended Answer to Amended Statement of Claim on or about: June 13, 2005.

CASE SUMMARY

Claimant asserted the following causes of action: omission to state material facts and conflicts of interest in violation of Section 17(A) of the Securities Act of 1933; omission to state material facts and conflicts of interest in violation of Chapter 517.301 of the Florida Securities and Investor Protection Act; omission to state material facts and conflicts of interest in violation of NASD Rule 2210(d)(1), Communications with the Public-General Standards; breach of fiduciary duty; and, 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, as amended, and asserted various defenses.

RELIEF REQUESTED

Claimant requested rescissory damages in the amount of \$9,994.58, an unspecified amount of punitive damages, interest, costs, attorneys' fees and such other relief as deemed appropriate by the undersigned arbitrator (the "Arbitrator").

Respondents requested that Claimant's Statement of Claim, as amended, be denied in its entirety, and dismissed with prejudice, with attorneys' fees and costs assessed against Claimant.

OTHER ISSUES CONSIDERED AND DECIDED

Respondents Citigroup and Grubman did not file with NASD Dispute Resolution ("NASD") 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, are bound by the determination of the Arbitrator on all issues submitted.

On or about January 31, 2005, the Arbitrator issued an Order that denied the Motion to Dismiss contained in Respondents' Answer to the Statement of Claim.

On or about February 24, 2005, the parties requested that, in lieu of conducting an evidentiary hearing, the Arbitrator make a final determination of this matter on the papers following submission by Claimant of an Amended Statement of Claim and by Respondents of a response thereto. On or about April 7, 2005, the Arbitrator issued an order granting the parties' request.

AWARD

After considering the Amended Statement of Claim and the Amended Answer to Statement of Claim, the Arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

All claims of Claimant are denied and the Statement of Claim is dismissed, with prejudice.

Any and all claims for relief not specifically addressed herein, including Claimant's claims for relief pursuant to Section 517.301 of the Florida Securities and Investor Protection Act and Claimant's request for punitive damages, 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 = \$ 75.00

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, Respondent Citigroup is a member firm and a party.

<u>Member surcharge</u>	= \$325.00
<u>Total Member Fees</u>	= \$325.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

No adjournment fees were incurred 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 three-day cancellation fees were incurred in this matter.

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 Arbitrator.

No injunctive relief fees were incurred in this matter.

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(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 Arbitrator @ \$250.00/session	= \$500.00
Pre-hearing conferences:	
November 3, 2004	1 session
January 26, 2005	1 session

<u>Total Forum Fees</u>	= \$500.00
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The Arbitrator has assessed the total forum fees of \$500.00 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 in this matter.

Fee Summary

Claimant is solely liable for:

Initial Filing Fee	= \$ 75.00
Forum Fees	= \$500.00
Total Fees	= \$575.00
Less Payments	= \$325.00
Balance Due NASD Dispute Resolution	= \$250.00

Respondent Citigroup is solely liable for:

Member Fees	= \$325.00
Total Fees	= \$325.00
Less Payments	= \$325.00
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

Monica I. Salis, Esq.

- Public Arbitrator

Arbitrator's Signature

/s/
Monica I. Salis, Esq.
Public Arbitrator

August 30, 2005
Signature Date

September 1, 2005
Date of Service (For NASD Dispute Resolution office use only)

Fee Summary

Claimant is solely liable for:

Initial Filing Fee	= \$ 75.00
<u>Forum Fees</u>	= \$500.00
Total Fees	= \$575.00
<u>Less Payments</u>	= \$325.00
Balance Due NASD Dispute Resolution	= \$250.00

Respondent Citigroup is solely liable for:

<u>Member Fees</u>	= \$325.00
Total Fees	= \$325.00
<u>Less Payments</u>	= \$325.00
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

Monica L. Salis, Esq.

Public Arbitrator

Arbitrator's Signature


Monica L. Salis, Esq.
Public Arbitrator

8/30/05
Signature Date

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