
Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant
Edmund S. Roskoski IRA

Case Number: 04-05261

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

Hearing Site: Orlando, Florida

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

REPRESENTATION OF PARTIES

For Edmund S. Roskoski IRA, 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": Bradford D. Kaufman, Esq., Greenberg Traurig, West Palm Beach, Florida.

CASE INFORMATION

Statement of Claim filed on or about: July 22, 2004.

Claimant signed the Uniform Submission Agreement: April 24, 2003.

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

Respondent Citigroup signed the Uniform Submission Agreement: December 15, 2004.

Respondent Grubman signed the Uniform Submission Agreement: December 15, 2004.

Joint Motion to Have Matter Determined on the Paper Record and Motion to Amend the Statement of Claim filed on or about: August 24, 2005.

Amended Statement of Claim filed by Claimant on or about: September 22, 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 rescissionary damages, as amended, in the amount of \$7,495.01, 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

On or about August 30, 2005, the Arbitrator granted the parties' Joint Motion to have this Matter Determined on the Paper Record and Motion to Amend the Statement of Claim. Thereafter, on or about September 27, 2005, Claimant filed his Amended Statement of Claim and on or about November 1, 2005, Respondents filed their Final Brief and Memorandum of Law on the Issue of Reliance.

AWARD

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

Respondents are found not liable and Claimant's claim is dismissed in its entirety, with prejudice.

Any and all claims for relief not specifically addressed herein, including Claimant's request for punitive damages and the parties' requests for attorneys' fees, are denied.

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	= \$ 75.00
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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	= \$ 325.00
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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 @ \$250.00	= \$250.00
Pre-hearing conference: November 2, 2004 1 session	
Total Forum Fees	= \$250.00

The Arbitrator has assessed \$125.00 of the forum fees to Claimant.

The Arbitrator has assessed \$125.00 of the forum fees jointly and severally to Respondents.

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	= \$ 75.00
Forum Fees	= \$ 125.00
Retained Paper Case Deposit	= \$ 250.00
Total Fees	= \$ 450.00
Less payments	= \$ 325.00
Balance Due NASD Dispute Resolution	= \$ 125.00

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

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Respondents are jointly and severally liable for:

<u>Forum Fees</u>	= \$125.00
<u>Total Fees</u>	= \$125.00
<u>Less payments</u>	= \$125.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 0.00

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

ARBITRATOR

Thomas K. Goldie

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Public Arbitrator, Presiding Chairperson

Arbitrator's Signature

/s/

Thomas K. Goldie
Public Arbitrator, Presiding Chairperson

11/15/05

Signature Date

11/15/05

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