

AWARD
NASD Dispute Resolution

In the Matter of the Arbitration Between

Name of Claimant

Citigroup Global Markets, Inc.

and

Case Number: 04-05952
Hearing Site: Houston, Texas

Names of Respondents

Banc of America Investment Services, Inc.,
and David Scott Coffee

NATURE OF DISPUTE

Member Firm v. Member Firm and Associated Person

REPRESENTATION OF PARTIES

Citigroup Global Markets, Inc. ("**Claimant**") was represented by Carolyn D. Roch, Esq., Schirrmeister Diaz-Arrastia Brem, LLP, Houston, Texas.

Banc of America Investment Services, Inc. ("**Banc of America**") was represented by Barry Harris, Banc of America Investment Services, Inc., Charlotte, North Carolina.

David Scott Coffee ("**Coffee**") of Sugarland, Texas was not represented by counsel.

CASE INFORMATION

The Statement of Claim was filed on or about August 24, 2004. The Submission Agreement of Claimant, Citigroup Global Markets, Inc., was signed on or about July 29, 2004.

Statement of Answer was filed by Respondent, David Scott Coffee, on or about December 9, 2004. The Submission Agreement of Respondent, David Scott Coffee, was signed on or about December 7, 2004.

CASE SUMMARY

Claimant asserted the following causes of action: breach of promissory notes. The causes of action relate to Respondent Coffee defaulting on two promissory notes in February 2001 and May 2002.

Unless specifically admitted in its Answer, Respondent Coffee denied the allegations made in the Statement of Claim.

RELIEF REQUESTED

Claimant requested an award in the amount of:

Actual/Compensatory Damages	\$125,850.63
Interest	Unspecified
Attorneys' Fees	Unspecified
Other Costs	Unspecified
Other Monetary Relief	Unspecified

Respondent requested that the claims asserted against him be denied in their entirety and that he be awarded his costs and attorneys' fees.

OTHER ISSUES CONSIDERED & DECIDED

Upon review of the file and the representations made by/on behalf of the Claimant, the undersigned arbitrators have determined that Respondent, Banc of America Investment Services, Inc., has been properly served with the Statement of Claim pursuant to Rule 10302 and Rule 10314 of the NASD Code of Arbitration Procedure (the "Code").

Respondent, Banc of America Investment Services, Inc., did not file with the NASD Dispute Resolution a properly executed submission to arbitration but is required to submit to arbitration pursuant to Rule 10301 of the NASD Code of Arbitration Procedure (the "Code") and appeared is bound by the determination of the arbitration panel on all issues submitted.

On or about September 27, 2004, Claimant dismissed its claims against Respondent Banc of America Investment Services, Inc.

Respondent Coffee did not make an appearance at the final hearing on March 30, 2005.

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. In either case, the parties have agreed to receive conformed copies of the award while the original(s) remain on file with NASD Dispute Resolution ("NASD").

AWARD

After considering the pleadings, the testimony, and the evidence presented at the hearing and the post-hearing submissions, the undersigned arbitrators have decided in full and final resolution of the issues submitted for determination as follows:

- 1.) Respondent, David Scott Coffee, is liable for and shall pay to Claimant, Citigroup Global Markets, Inc., the sum of \$124,270.63 in compensatory damages;
- 2.) Respondent, David Scott Coffee, is liable for and shall pay to Claimant, Citigroup Global Markets, Inc., interest on the above-stated sum at the rate of 10% pursuant to the contracts from and including August 16, 2004 through and including the date the Award is paid in full;
- 3.) Respondent, David Scott Coffee, is liable for and shall pay to Claimant, Citigroup Global Markets, Inc., the sum of \$25,000.00 in attorneys' fees pursuant to the contracts;
- 4.) Respondent, David Scott Coffee, is liable for and shall pay to Claimant, Citigroup Global Markets, Inc., the sum of \$6,200.00 in costs; and
- 5.) Any relief not specifically enumerated, including punitive damages, is hereby denied with prejudice.

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 = \$ 1,000.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firms that employed the associated person at the time of the events giving rise to the dispute. In this matter, the member firms are Citigroup Global Markets, Inc. and Banc of America Investment Services, Inc.

Member surcharge = \$ 1,700.00

Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$ 2,750.00

Forum Fees and Assessments

The Arbitration Panel assesses forum fees for each hearing session conducted. A hearing 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 Panel x \$1,125.00	= \$ 1,125.00
Pre-hearing conference: January 11, 2005	1 session
One (1) Hearing session x \$1,125.00	= \$ 1,125.00
Hearing Date: March 30, 2005	1 session
Total Forum Fees	= \$ 2,250.00

The Arbitration Panel has assessed \$2,250.00 of the forum fees to David Scott Coffee.

Fee Summary

Claimant, Citigroup Global Markets, Inc., is liable for:

Initial Filing Fee	= \$ 1,000.00
Member Fees	= \$ 5,200.00
Total Fees	= \$ 6,200.00
Less payments	= \$ 6,250.00
Refund Due to Claimant	= \$ 50.00

Respondent, Banc of America Investment Services, Inc., is liable for:

Member Fees	= \$ 1,700.00
Total Fees	= \$ 1,700.00
Less payments	= \$ 1,700.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent, David Scott Coffee, is liable for:

Forum Fees	= \$ 2,250.00
Total Fees	= \$ 2,250.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 2,250.00

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

ARBITRATION PANEL

Eli Bensky - Non-Public Arbitrator, Presiding Chair
Thomas H. Griffin - Non-Public Arbitrator
Robert N. Mackey - Non-Public Arbitrator

Concurring Arbitrators:

/s/ Eli Bensky
Eli Bensky
Non-Public Arbitrator, Presiding Chair

April 4, 2005
Signature Date

/s/ Thomas H. Griffin
Thomas H. Griffin
Non-Public Arbitrator

April 4, 2005
Signature Date

/s/ Robert N. Mackey
Robert N. Mackey
Non-Public Arbitrator

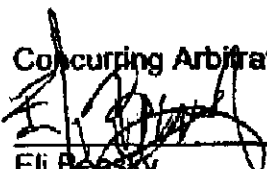
April 4, 2005
Signature Date

April 5, 2005
Date of Service (For NASD office use only)

ARBITRATION PANEL

Eli Bensky - Non-Public Arbitrator, Presiding Chair
Thomas H. Griffin - Non-Public Arbitrator
Robert N. Mackey - Non-Public Arbitrator

Concurring Arbitrators:



Eli Bensky
Non-Public Arbitrator, Presiding Chair

4 APR 2005

Signature Date

Thomas H. Griffin
Non-Public Arbitrator

Signature Date

Robert N. Mackey
Non-Public Arbitrator

Signature Date

Date of Service (For NASD office use only)

ARBITRATION PANEL

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Thomas H. Griffin - Non-Public Arbitrator
Robert N. Mackey - Non-Public Arbitrator

Concurring Arbitrators:

Eli Bensky
Non-Public Arbitrator, Presiding Chair



Thomas H. Griffin
Non-Public Arbitrator

Signature Date

4-4-05

Signature Date

Robert N. Mackey
Non-Public Arbitrator

Signature Date

Date of Service (For NASD office use only)

ARBITRATION PANEL

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Thomas H. Griffin - Non-Public Arbitrator
Robert N. Mackey - Non-Public Arbitrator

Concurring Arbitrators:

Eli Bensky
Non-Public Arbitrator, Presiding Chair

Signature Date

Thomas H. Griffin
Non-Public Arbitrator

Signature Date



Robert N. Mackey
Non-Public Arbitrator

4-04-05

Signature Date

Date of Service (For NASD office use only)