

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Jocie (Salim) Moody, Claimant v. Salomon Smith Barney Inc. a/k/a Citigroup Global Markets, Inc. and Zadoc Brown, Jr., Respondents

Case Number: 04-07725

Hearing Site: San Diego, California

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

REPRESENTATION OF PARTIES

For Claimant:

Robert Scott Dreher, Esq.
Dreher Law Firm
San Diego, California

For Respondents:

William A. Hohaus, Esq.
Citigroup Global Markets, Inc.
New York, New York

CASE INFORMATION

Statement of Claim filed: November 4, 2004

Claimant's Uniform Submission Agreement signed: November 5, 2004

Joint Statement of Answer filed by Respondents: January 10, 2005

Respondent Salomon Smith Barney Inc. a/k/a Citigroup Global Markets, Inc.'s (Citigroup Global Markets, Inc.) Uniform Submission Agreement signed: January 10, 2005

Respondent Zadoc Brown, Jr.'s Uniform Submission Agreement signed: March 1, 2005

CASE SUMMARY

Claimant alleged breach of fiduciary duty, negligence, breach of contract, and unfair business practices. The dispute involved, but was limited to, the purchase and/or sale of Maui Land & Pineapple, Inc., Qualcomm, Lucent Technology, Carrier 1 International, and Genuity Inc. stock.

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

RELIEF REQUESTED

Claimant alleged that she suffered losses in an amount over \$200,000.00. Claimant requested recovery and restitution of her damages with a reasonable rate of return of 5%, unspecified punitive damages, and a reimbursement of all fees and interest, commissions and other monies paid.

Respondents requested dismissal of the Claimant's Statement of Claim in its entirety and costs.

OTHER ISSUES CONSIDERED AND DECIDED

On February 7, 2005, Claimant and Claimant's counsel signed a Waiver Agreement expressly waiving any and all rights and benefits under California Civil Code Section 1542 and the California Ethical Standards for Neutral Arbitrators.

Pursuant to the Code of Arbitration Procedure IM-10100, the waiver of the Claimant shall constitute and operate as a waiver for all member firms and associated persons (including terminated or otherwise inactive member firms or associated persons) against whom the Claim has been filed.

The parties 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, testimony, and evidence presented at the hearing, the Panel decided in full and final resolution of the issues submitted for determination as follows:

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

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.

- 3) The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Zadoc Brown, Jr.'s registration records maintained by the CRD, with the understanding that pursuant to NASD Notice to Members 04-16, Respondent Zadoc Brown, Jr. must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.

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.

- 4) The parties shall bear their respective costs, including attorney's fees.
- 5) All other relief requested and not expressly granted is denied.

FEES

Pursuant to the *Code of Arbitration Procedure* (Code), the following fees are assessed:

Filing Fees

NASD Dispute Resolution received or will collect the non-refundable filing fees for each claim as follows:

Initial claim filing fee	= \$ 300.00
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Member Fees

Member fees are assessed to each member firm that is either a party in the matter or an employer of a respondent associated person at the time of the events that gave rise to the dispute, claim, or controversy. Accordingly, the member firm Citigroup Global Markets, Inc. is a party and the following fees are assessed:

Member Surcharge	= \$ 1,700.00
Pre-Hearing Process Fee	= \$ 750.00
Hearing Process Fee	= \$ 2,750.00
Total Member Fees	= \$ 5,200.00

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 arbitrator(s), that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing conference session with a single arbitrator @ \$450.00/session	= \$ 450.00
Pre-hearing conference: October 24, 2005 1 session	

One (1) Pre-hearing conference session with the Panel @ \$1,125.00/session	= \$ 1,125.00
Pre-hearing conference: April 4, 2005 1 session	

Six (6) Hearing sessions @ \$1,125.00/session	= \$ 6,750.00
Hearings: January 10, 2006 2 sessions	
January 11, 2006 2 sessions	
January 12, 2006 2 sessions	

Total Forum Fees	= \$ 8,325.00
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1. The Panel assessed \$4,162.50 of the forum fees to Claimant.
2. The Panel assessed \$4,162.50 of the forum fees jointly and severally to Respondents.

Fee Summary

1. Claimant is charged with the following fees and costs:

Initial Filing Fee	= \$ 300.00
Forum Fees	= \$ 4,162.50
Total Fees	= \$ 4,462.50
<u>Less payments</u>	<u>= \$(1,425.00)</u>
Balance Due NASD Dispute Resolution	= \$ 3,037.50

2. Respondent Citigroup Global Markets, Inc. is charged with the following fees and costs:

Member Fees	= \$ 5,200.00
<u>Less payments</u>	<u>= \$(5,200.00)</u>
Balance Due NASD Dispute Resolution	= \$ 0.00

3. Respondents Citigroup Global Markets, Inc. and Zadoc Brown, Jr. are charged jointly and severally with the following fees and costs:

Forum Fees	= \$ 4,162.50
<u>Less payment by Citigroup Global Markets, Inc.</u>	<u>= \$(650.00)</u>
Balance Due NASD Dispute Resolution	= \$ 3,512.50

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

ARBITRATION PANEL

Kevin K. Forrester	-	Public Arbitrator, Presiding Chair
E. Milton Frosburg	-	Public Arbitrator
James F. Schmidt	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures



Kevin K. Forrester
Chair, Public Arbitrator

01/17/06
Signature Date

E. Milton Frosburg
Public Arbitrator

Signature Date

James F. Schmidt
Non-Public Arbitrator

Signature Date

1/18/06
Date of Service

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Public Arbitrator

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Non-Public Arbitrator

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Chair, Public Arbitrator

Signature Date

E. Milton Frosburg
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Public Arbitrator

01/17/06
Signature Date

James F. Schmidt
Non-Public Arbitrator

Signature Date

1/18/04
Date of Service

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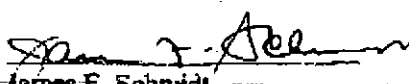
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Kevin K. Forrester
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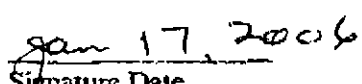
Signature Date

E. Milton Frosburg
Public Arbitrator


Signature Date



James F. Schmidt
Non-Public Arbitrator



Signature Date



Date of Service