

**Award**  
**NASD Dispute Resolution**

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In the Matter of the Arbitration Between:

Citigroup Global Markets Inc., Claimant v. May Yan Brisbin, Respondent

Case Number: 05-04290

Hearing Site: Los Angeles, California

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Nature of the Dispute: Member v. Associated Person

**REPRESENTATION OF PARTIES**

For Claimant Citigroup Global Markets Inc.:

Brian C. Free, Esq.  
Hillis Clark Martin &  
Peterson, P.S.  
Seattle, Washington

For Respondent May Yan Brisbin:

May Yan Brisbin  
Pro Se  
Denton, Texas

**CASE INFORMATION**

Statement of Claim filed: August 15, 2005

Claimant's Uniform Submission Agreement signed: August 10, 2005

Statement of Answer filed by Respondent: November 28, 2005

Amended Statement of Answer filed by Respondent: May 8, 2006

Second Amended Statement of Answer filed by Respondent: May 30, 2006

**CASE SUMMARY**

Claimant asserted a claim for breach of contract in connection with a promissory note/forgiveable loan agreement that had been entered into by Claimant and Respondent.

Unless specifically admitted in her Answers, Respondent denied the allegations of wrongdoing set forth in Claimant's Statement of Claim.

### **RELIEF REQUESTED**

Claimant requested \$236,649.60 in compensatory damages, pre-judgment interest at the rate of 10% per annum, and costs, including attorney's fees.

Respondent requested dismissal of Claimant's Statement of Claim in its entirety.

### **OTHER ISSUES CONSIDERED AND DECIDED**

On August 18, 2005, a copy of the Statement of Claim and a letter notifying Respondent of her October 7, 2005 deadline to submit a response to the Statement of Claim (the "service letter") were sent to Respondent's last known address, as listed in NASD's Central Registration Depository ("CRD"), via certified mail, return receipt requested. On August 22, 2005, the service letter and the Statement of Claim were returned to NASD with a note from the postal service that the packet was "undeliverable as addressed; forwarding order expired." On October 12, 2005, NASD sent another service letter and copy of the Statement of Claim to Respondent at a Texas address that had been provided by Claimant. The new service letter stated that Respondent's response to the Statement of Claim was due on December 1, 2005. On October 15, 2005, Respondent signed the return receipt requested card for this service packet, which was received by NASD on October 19, 2005. On January 5, 2006, NASD sent the parties notice of the Panel's composition and the date and time of the initial pre-hearing conference via certified mail, return receipt requested. On January 17, 2006, NASD received Respondent's return receipt requested card, which had been signed by Respondent. On February 2, 2006, an initial pre-hearing conference regarding this matter took place, but Respondent did not participate in the pre-hearing conference.

On April 25, 2006, Claimant filed a Motion for More Definite Statement [of Answer]. On May 8, 2006, Respondent filed a response to Claimant's motion that included a request for a change of venue from Los Angeles, California to Dallas, Texas. On May 11, 2006, NASD sent Respondent a letter requesting that she: (a) send a copy of her response to Claimant's counsel; (b) advise NASD of whether her address is 510 Fulton Street or 512 Fulton Street—the 510 Fulton Street address was previously provided by Claimant, but the return address listed on Respondent's response was 512 Fulton Street; and (c) provide NASD with a phone number at which she could be reached. In this letter, NASD provided Respondent with NASD and Claimant's counsel's contact information. On May 15, 2006, Claimant filed an opposition to Respondent's motion to change venue. On May 23, 2006, the Panel and Claimant participated in a pre-hearing conference regarding the various motions that had been filed. Respondent did not participate in the call because the time of the call had been changed, and at the time that the change was made, Respondent had not yet provided NASD with her phone number. On May 25, 2006, the Panel issued an Order stating that Claimant had withdrawn its Motion for More Definite Statement and accepted Claimant's response to that motion as an

[Amended] Answer, with the caveat that the Panel note that the [Amended] Answer was received late. In the same Order, the Panel denied Respondent's motion for change of venue and advised Respondent that should she choose not to participate in and attend the evidentiary hearing, a judgment might be issued against her. On May 31, 2006, the Panel's Order was sent to Respondent's two Fulton Street addresses via Federal Express and first class mail and was sent to Claimant via first class mail. On May 23, 2006, Respondent mailed a letter to NASD in which she stated that she had waited for the May 23, 2006 conference call but had not been called. On May 30, 2006, Respondent filed a [Second Amended] Answer. Respondent noted in her [Second Amended] Answer that she would not be participating in the evidentiary hearing on June 5, 2006.

On June 5, 2006, Claimant appeared at the evidentiary hearing, but Respondent did not. Upon review of the file and the representations made on behalf of Claimant, the undersigned Panel determined that Respondent was properly served with the Statement of Claim and received due notice of the hearing, and that arbitration of the matter would proceed without said Respondent present, in accordance with NASD's Code of Arbitration Procedure (the "Code").

Respondent did not file with NASD Dispute Resolution a properly executed submission agreement, but she is required to submit to arbitration pursuant to NASD's Code of Arbitration Procedure ("Code"), and, having answered the claim, she is bound by the determination of the Panel on all issues submitted.

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) Respondent is liable to and shall pay Claimant the sum of \$236,649.60 in compensatory damages.
- 2) Respondent is liable to and shall pay Claimant interest in the amount of \$96,712.08 on \$236,649.60 from November 4, 2002 until June 5, 2006.
- 3) Respondent is liable to and shall pay Claimant the sum of \$16,849.41 in attorney's fees, pursuant to paragraph 2 of the promissory note/forgivable loan agreement that was entered into by Claimant and Respondent.

4) With the exception of paragraph 3, the parties shall bear their respective costs, including attorney's fees.

5) Any and all relief not specifically addressed herein is denied.

### **FEES**

Pursuant to the 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	= \$1,000.00
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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
<b>Total Member Fees</b>	<b>= \$5,200.00</b>

#### **Forum Fees and Assessments**

The Panel 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. The following forum fees are assessed:

Two (2) pre-hearing conference sessions with the Panel @ \$1,125.00/session	= \$ 2,250.00
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Pre-hearing conferences:	February 2, 2006	1 session
	May 23, 2006	1 session

One (1) hearing session @ \$1,125.00/session	= \$1,125.00
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Hearing:	June 5, 2006	1 session
<b>Total Forum Fees</b>		<b>= \$3,375.00</b>

The Panel assessed \$3,375.00 of the forum fees to Claimant Citigroup Global Markets Inc.

**Fee Summary**

Claimant is charged with the following fees and costs:

Initial Filing Fee	= \$ 1,000.00
Member Fees	= \$ 5,200.00
Forum Fees	= \$ 3,375.00
Total Fees	= \$ 9,575.00
Less payments	= \$(7,325.00)
<b>Balance Due NASD Dispute Resolution</b>	<b>= \$ 2,250.00</b>

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**

<b>Theodore G. Bradpiece</b>	-	<b>Non-Public Arbitrator, Presiding Chair</b>
<b>Stephen Malcolm Squire</b>	-	<b>Non-Public Arbitrator</b>
<b>Cynthia Ann Higgins</b>	-	<b>Non-Public Arbitrator</b>

**Concurring Arbitrators Signatures**

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Theodore G. Bradpiece  
Chair, Non-Public Arbitrator

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Signature Date

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Stephen Malcolm Squire  
Non-Public Arbitrator

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6/6/06  
Signature Date

\_\_\_\_\_  
Cynthia Ann Higgins  
Non-Public Arbitrator

\_\_\_\_\_  
Signature Date

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June 7, 2006  
Date of Service