

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between:

Joseph Ciaglia, (Claimant) vs. Salomon Smith Barney Inc. and Rudolph Depolo, (Respondents)

Case Number: 99-05043

Hearing Site: New York, New York

REPRESENTATION OF PARTIES

Claimant, Joseph Ciaglia, hereinafter referred to as "Claimant", appeared *pro se*.

Respondents, Salomon Smith Barney Inc. ("Salomon") and Rudolph Depolo ("Depolo"), hereinafter collectively referred to as "Respondents": Ann Parry, Esq., First Vice President and Associate General Counsel, Salomon Smith Barney Inc., New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: November 4, 1999.

Claimant signed the Uniform Submission Agreement: October 15, 1999.

Statement of Answer filed by Respondents on or about: June 20, 2000.

Salomon signed the Uniform Submission Agreement: June 20, 2000.

Depolo signed the Uniform Submission Agreement: June 27, 2000.

CASE SUMMARY

Claimant asserted the following causes of action: improper investment advice and violation of fiduciary responsibility. Claimant's claim involved Freeport-McMoran Copper & Gold preferred stock.

Unless specifically admitted in their Answer, Respondents denied the allegations made in the Statement of Claim and asserted the following defenses: Claimant ratified the investment decisions in his account by failing to timely object to any actions by Respondents; Claimant, either expressly and/or by conduct, approved, authorized, participated in, and ratified the acts and transactions complained of and upon which recovery is sought, and is accordingly estopped or otherwise precluded from recovery herein under the doctrines of waiver, estoppel, and ratification; Claimant's Statement of Claim, and each and every count therein, fails to state a claim upon which relief may be granted; Claimant failed to properly mitigate his alleged damages and is therefore precluded from recovery; Claimant received monthly

statements and confirmation slips and failed to inform Respondents that his investments did not comport with his investment objectives, nor did he act to change his investment strategies; and Claimant's alleged losses were proximately caused by his own acts or omissions and/or those of a third party, not by any wrongdoing on the part of Respondents.

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$13,633.51, plus interest at the rate of 5% totaling \$5,012.35, and punitive damages in the amount of \$1,000.00.

Respondents requested that the Statement of Claim be dismissed in its entirety with all costs of this proceeding assessed against Claimant.

OTHER ISSUES CONSIDERED AND DECIDED

During the hearing in this matter, Depolo made a motion to expunge this matter from his CRD records. After due consideration, the Arbitrator granted said motion.

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.

AWARD

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

1. Claimant's claims are hereby dismissed in their entirety.
2. Upon confirmation of this Award by a court of competent jurisdiction, NASD Regulation, Inc. shall expunge all references to this arbitration from the permanent CRD records of Respondent DePolo.
3. Respondents be and hereby are jointly and severally liable for and shall pay to Claimant the sum of \$125.00, to reimburse Claimant for the filing fee previously paid to NASD Dispute Resolution, Inc.
4. All other requests for relief are hereby denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution, Inc. will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee = \$ 125.00

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. In this matter, Salomon Smith Barney Inc. is a party.

Member surcharge = \$ 400.00

Forum Fees and Assessments

The Arbitrator assesses forum fees for each hearing session conducted. A hearing session is any meeting between the parties and the arbitrator, including a pre-hearing conference with the arbitrator, that lasts four (4) hours or less. Fees associated with these proceedings are:

Two (2) Pre-hearing sessions with a single arbitrator x \$450.00 = \$ 900.00

Pre-hearing conferences: December 18, 2000 1 session
 March 14, 2001 1 session

Two (2) Hearing sessions x \$450.00 = \$ 900.00

Hearing Date: March 15, 2001 2 sessions

Total Forum Fees = \$1,800.00

1. The Arbitrator has assessed \$900.00 of the forum fees against Claimant.
2. The Arbitrator has assessed \$900.00 of the forum fees jointly and severally against Respondents.

Fee Summary

1. Claimant be and hereby is solely liable for:

Initial Filing Fee	= \$ 125.00
Forum Fees	= \$ 900.00
Total Fees	= \$1,025.00
Less payments	= \$ 575.00
Balance Due NASD Dispute Resolution, Inc.	= \$ 450.00

As stated in the "Award" section above, Respondents are jointly and severally liable and shall reimburse Claimant for the \$125.00 filing fee.

2. Salomon be and hereby is solely liable for:

Member Fees	= \$ 400.00
Total Fees	= \$ 400.00
Less payments	= \$ 400.00
Balance Due NASD Dispute Resolution, Inc.	= \$ 0.00

3. Respondents be and hereby are jointly and severally liable for:

Forum Fees	= \$ 900.00
Total Fees	= \$ 900.00
Less payments	= \$ 0.00
Balance Due NASD Dispute Resolution, Inc.	= \$ 900.00

All balances are due and payable to NASD Dispute Resolution, Inc.

Arbitrator's Signature

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.

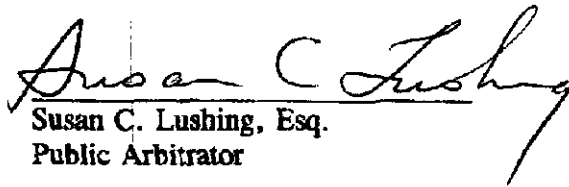
Susan C. Lushing, Esq.
Public Arbitrator

Signature Date

Date of Service (For NASD office use only)

Arbitrator's Signature

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.


Susan C. Lushing, Esq.
Public Arbitrator

April 5, 2001
Signature Date

April 11, 2001
Date of Service (For NASD office use only)