



Sender's Direct Phone: (213) 613-2666
Sender's Fax: (213) 613-2677

FACSIMILE TRANSMISSION SHEET

TO:	FAX NUMBER:	TEL. NUMBER:
1. Rodney J. Heggy, Esq.	405.239.2112	405.235.1560
2. Marcie S. Mintz	212-657-1427	212-657-1349

DATE: July 29, 2004

RE: NASD Arbitration No. 03-07920
Thomas D. Anderson v. Citigroup Global Markets, Inc.

FROM: Margaret Stephen, Legal secretary

Copy of Award

Total Pages: 10 (including Transmission Sheet)

The information contained in this facsimile message is confidential information intended only for the use of the individual(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of the communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

Dispute Resolution, Western Regional Office
300 South Grand Avenue, Suite 900
Los Angeles, CA. 90071-3136
213-613-2680 213-613 2677 FAX

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Thomas D. Anderson, Claimant v. Citigroup Global Markets, Inc., Respondent

Case Number: 03-07920

Hearing Site: San Francisco, California

Nature of the Dispute: Associated Person v. Member

REPRESENTATION OF PARTIES

For Claimant:

Rodney J. Heggy, Esq.
William B. Federman, Esq.
Federman & Sherwood
Oklahoma City, OK

For Respondent:

Marcie S. Mintz, Esq.
Citigroup Global Markets, Inc.
New York, NY

CASE INFORMATION

Statement of Claim filed: November 4, 2003

Claimant's Uniform Submission Agreement received: November 5, 2003

Statement of Answer filed by Respondent: December 17, 2003

Respondent's Uniform Submission Agreement signed: December 16, 2003

CASE SUMMARY

Claimant alleged that when he resigned his employment with Respondent, his compensation in Respondent's Capital Accumulation Plan (CAP) was retained in violation of California Law and the just and equitable principles of trade.

Respondent denied the allegations of wrongdoing set forth in the Claimant's Statement of Claim.

NASD Dispute Resolution
Arbitration No. 03-07920
Award Page 2 of 5

RELIEF REQUESTED

Claimant requested \$292,584.00 in compensatory damages, interest and costs, including attorney's fees. Claimant also requested statutory Wage and Hour Law penalties and an accounting of the value and tracing of the title of the restricted stock that should have accrued in Claimant's name.

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

OTHER ISSUES CONSIDERED AND DECIDED

On October 25, 2003, 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.

On May 20, 2004, Respondent moved the Panel to dismiss the Statement of Claim, or in the alternative, Summary Judgment. On June 8, 2004, a telephonic pre-hearing conference was held, attended by parties and the Panel. After due deliberation in an executive session, the Panel denied the motion.

The parties agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

NASD Dispute Resolution
 Arbitration No. 03-07920
 Award Page 3 of 5

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 \$264,768.29 in compensatory damages.
- 2) Respondent is liable to and shall pay Claimant interest at the rate of 10% per annum on any balance that remains unpaid thirty (30) days after receipt of this Award until payment of this Award is made in full.
- 3) The parties shall bear their respective costs, including attorney's fees.
- 4) All other relief requested and not expressly granted 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	= \$ 300.00
--------------------------	-------------

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
<u>Hearing Process Fee</u>	<u>= \$2,750.00</u>
Total Member Fees	= \$5,200.00

NASD Dispute Resolution
 Arbitration No. 03-07920
 Award Page 4 of 5

Forum Fees and Assessments

The Panel assessed a forum fee for each pre-hearing conference or hearing session conducted. A pre-hearing conference and hearing session is any meeting between the parties and the Chair or the parties and the Panel. The following fees are assessed:

(1) Pre-hearing conference session with a single arbitrator @ \$450.00/session	= \$ 450.00
Pre-hearing conference: May 25, 2004 1 session	
(2) Pre-hearing conference sessions with the Panel @ \$1,125.00/session	= \$2,250.00
Pre-hearing conferences: March 1, 2004 1 session	
June 8, 2004 1 session	
(2) Hearing sessions @ \$1,125.00/session	= \$2,250.00
Hearings: July 27, 2004 2 sessions	
Total Forum Fees	= \$4,950.00

1. The Panel assessed \$2,475.00 of the forum fees to Claimant.
2. The Panel assessed \$2,475.00 of the forum fees to Respondent.

Fee Summary

1. Claimant is charged with the following fees and costs:	
Initial Filing Fee	= \$ 300.00
<u>Forum Fees</u>	= \$ 2,475.00
<u>Total Fees</u>	= \$ 2,775.00
<u>Less payments</u>	= \$(1,425.00)
Balance Due NASD Dispute Resolution	= \$ 1,350.00
2. Respondent is charged with the following fees and costs:	
Member Fees	= \$ 5,200.00
<u>Forum Fees</u>	= \$ 2,475.00
<u>Total Fees</u>	= \$ 7,675.00
<u>Less payments</u>	= \$(5,200.00)
Balance Due NASD Dispute Resolution	= \$ 2,475.00

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.

NASD Dispute Resolution
Arbitration No. 03-07920
Award Page 5 of 5

ARBITRATION PANEL

Darryl J. Horowitz, Esq.	-	Public Arbitrator, Presiding
William W. Haskell, Esq.	-	Public Arbitrator
Omar J. Brubaker	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

Darryl J. Horowitz, Esq.
Chair, Public Arbitrator

Signature Date

William W. Haskell, Esq.
Public Arbitrator

Signature Date

Omar J. Brubaker
Non-Public Arbitrator

Signature Date

Date of Service

NASD Dispute Resolution
Arbitration No. 03-07920
Award Page 5 of 5

ARBITRATION PANEL

Darryl J. Horowitz, Esq.	-	Public Arbitrator, Presiding
William W. Haskell, Esq.	-	Public Arbitrator
Omar J. Brubaker	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures



Darryl J. Horowitz, Esq.
Chair, Public Arbitrator

7/29/04
Signature Date

William W. Haskell, Esq.
Public Arbitrator

Signature Date

Omar J. Brubaker
Non-Public Arbitrator

Signature Date

7/29/04
Date of Service

NASD Dispute Resolution
Arbitration No. 03-07920
Award Page 5 of 5


ARBITRATION PANEL

Darryl J. Horowitz, Esq.	-	Public Arbitrator, Presiding
William W. Haskell, Esq.	-	Public Arbitrator
Omar J. Brubaker	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

Darryl J. Horowitz, Esq.
Chair, Public Arbitrator

Signature Date



William W. Haskell, Esq.
Public Arbitrator

7-29-04

Signature Date

Omar J. Brubaker
Non-Public Arbitrator

Signature Date

7/29/04

Date of Service

NASD Dispute Resolution
Arbitration No. 03-07920
Award Page 5 of 5

ARBITRATION PANEL

Darryl J. Horowitz, Esq.

Public Arbitrator, Presiding

William W. Haskell, Esq.

Public Arbitrator

Omar J. Brubaker

Non-Public Arbitrator

Concurring Arbitrators' Signatures

Darryl J. Horowitz, Esq.
Chair, Public Arbitrator

Signature Date

William W. Haskell, Esq.
Public Arbitrator

Signature Date

Omar J. Brubaker
Omar J. Brubaker
Non-Public Arbitrator

July 29, 2004
Signature Date

7/29/04
Date of Service



NASD Dispute Resolution, Inc.
300 South Grand Avenue, Suite 900
Los Angeles, California 90071
213-613-2680 FAX 213-613-2677

Proof of Service

State of California, County of Los Angeles

I am employed in the county of Los Angeles. I declare that I am over the age of eighteen (18) and not a party to this action. My business address is:

**NASD Dispute Resolution, Inc.
300 South Grand Avenue, Suite 900
Los Angeles, California 90071.**

On July 29, 2004, I served the following documents described as:

Award, Cover Letters, and Invoice Statement for Arbitration Case No. 03-07920
On the interested parties in this action by placing the true copies thereof enclosed in the sealed envelopes as follows:

Rodney J. Heggy, Esq., Federman & Sherwood, 120 N. Robinson Avenue, Suite 2720, Oklahoma City, OK 73102 Fax: 405.239.2112

Marcie S. Mintz, Citigroup - Associate General Counsel, 77 Water Street, New York, NY 10005, Fax: 212-657-1427

By Certified Mail, I caused each such envelope, with certified class postage thereon fully prepaid, to be deposited in a recognized place of deposit of the U.S Mail in Los Angeles, California, for collection to the office of the addressee following ordinary business practices.

By Personal Service, I caused such envelope to be delivered by hand to the individuals at the addressee(s) listed.

By overnight courier, I caused the above-referenced documents to be delivered to an overnight courier service (Federal Express) in Los Angeles, California for delivery to the above addressees on next business day.

X By facsimile machine, I caused the above-referenced documents to be transmitted to the above-named persons at the numbers above.

X (STATE) I declare under penalty of perjure under the laws of the State of California that the above is true and correct.

(FEDERAL) I declare that I am employed in the office of a member of the bar on this court at whose direction the service was made.

Executed this July 29, 2004, at Los Angeles, California.


(Margaret Stephen)