

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Names of the Claimants

J. Frederick Agel and
Lillian Agel, individually
and as JTWROS

Case Number: 02-02121

Names of the Respondents

Salomon Smith Barney, Inc.
s/d/b/a Robinson Humphrey
The Robinson Humphrey Company, LLC
s/d/b/a Smith Barney Asset Management
Mary Allison Mullis a/k/a
Mary Allison Ballew a/k/a
Mary Allison Jamison
Richard David Cundey

Hearing Site: Atlanta, Georgia

REPRESENTATION OF PARTIES

For J. Frederick Agel and Lillian Agel, individually and as JTWROS, hereinafter collectively referred to as "Claimants": Andrew J. Ekonomou, Esq. and Paul E. Nystrom, Esq., Ekonomou Atkinson & Lambros, LLC, Atlanta, Georgia.

For Salomon Smith Barney, Inc. s/d/b/a Robinson Humphrey ("Salomon"), The Robinson Humphrey Company, LLC s/d/b/a Smith Barney Asset Management ("Robinson"), Mary Allison Mullis a/k/a Mary Allison Ballew a/k/a Mary Allison Jamison ("Mullis") and Richard David Cundey ("Cundey"), hereinafter collectively referred to as "Respondents": Joseph A. Sack, Associate General Counsel, Citigroup, New York, New York.

CASE INFORMATION

Statement of Claim filed on or about: April 8, 2002.

Claimants signed the Uniform Submission Agreement: April 3, 2002.

Statement of Answer filed by Respondents on or about: July 3, 2002.

Respondents did not file executed Uniform Submission Agreements.

Claimants' Motion to Strike Respondents' Defenses and Answer and for Entry of Default filed on or about: February 20, 2003.

Respondents' Opposition to Claimants' Motion to Strike Respondents' Defenses and Answer and for Entry of Default filed on or about: February 25, 2003.

Claimants' Reply to Respondents' Response in Opposition to Claimants' Motion to Strike Respondents' Defenses and Answer and for Entry of Default filed on or about: February 27, 2003.

CASE SUMMARY

Claimants asserted the following causes of action: unauthorized transactions; failure to execute trades; failure to supervise; breaches of fiduciary duties; breaches of contract; fraud and misrepresentation; and, negligence. The causes of action relate to the purchase and sale of shares of Lucent stock; Respondents' failure to liquidate Claimant Mrs. Agel's Fidelity IRA as instructed; and, Respondents' investment of Claimants' funds with fund managers selected by Respondent Cundey.

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

RELIEF REQUESTED

Claimants requested actual damages in the principal sum of \$93,035.62; a refund of all commissions and fees paid to Respondents in connection with the transactions herein; damages based upon the difference between the actual performance of Claimants' accounts and the performance the account would have exhibited had it been properly managed during the relevant period of time; punitive damages of \$279,106.86; attorneys' fees, costs, including witness, forum and production fees and any other case related costs; and, pre-judgment interest on Claimants' losses at the rate of seven percent and post-award interest at the legal rate of twelve percent.

Respondents requested that the Statement of Claim be dismissed with costs and expenses assessed against Claimants.

OTHER ISSUES CONSIDERED AND DECIDED

Respondents did not file with NASD Dispute Resolution properly executed submissions to arbitration but are required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure (the "Code") and, having answered the claim, appeared and testified at the hearing, are bound by the determination of the Panel on all issues submitted.

The parties have agreed that the Award in this matter may be executed in counterpart copies.

On or about March 18, 2003, the arbitration panel issued an order which denied Claimants' Motion to Strike Respondents' Defenses and Answer and for Entry of Default.

At the conclusion of Claimants' case, Respondents asserted a motion to dismiss which was denied by the arbitration panel.

AWARD

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

Claimants' claims are denied in their entirety.

Any and all claims for relief not specifically addressed herein, including Claimants' request for punitive damages, are denied.

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 = \$300.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm(s) that employed the associated person(s) at the time of the event(s) giving rise to the dispute. In this matter, Respondent Salomon is a member firm and a party. Respondent Robinson was no longer a member firm as of February 22, 2002, and merged with Respondent Salomon.

Member surcharge	= \$1700.00
Pre-hearing process fee	= \$750.00
Hearing process fee	= \$2,750.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

No requests for adjournments for which fees were assessed were granted in this matter.

Injunctive Relief Fees

Injunctive relief fees are assessed to each member or associated person who files for a temporary injunction in court. Parties in these cases are also assessed arbitrator travel expenses and costs when an arbitrator is required to travel outside his or her hearing location and additional arbitrator honoraria for the hearing for permanent injunction. These fees, except the injunctive relief surcharge, are assessed equally against each party unless otherwise directed by the Panel.

No injunctive relief fees were incurred in this matter.

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. Fees associated with these proceedings are:

One Pre-hearing session with a single arbitrator @ \$450.00	= \$450.00
Pre-hearing conference: May 5, 2003 1 session	
One Pre-hearing session with the Panel @ \$1,125.00	= \$1,125.00
Pre-hearing conference: November 4, 2002 1 session	
Four Hearing sessions @ \$1,125.00	= \$4,500.00
Hearing Dates: June 3, 2003 2 sessions	
June 4, 2003 2 sessions	
<hr/> Total Forum Fees	<hr/> = \$6,075.00

The Panel has assessed \$3,037.50 of the forum fees jointly and severally to Claimants.
The Panel has assessed \$3,037.50 of the forum fees jointly and severally to Respondents.

Administrative Costs

Administrative costs are expenses incurred due to a request by a party for special services beyond the normal administrative services. These include, but are not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, and security.

No administrative costs were incurred in this matter.

FEE SUMMARY

Claimants are jointly and severally liable for:

Initial Filing Fee	= \$300.00
Forum Fees	= \$3,037.50
<hr/> Total Fees	<hr/> = \$3,337.50
Less payments	= \$1,425.00
<hr/> Balance Due NASD Dispute Resolution	<hr/> = \$1,912.50

Respondent Salomon is solely liable for:

Member Fees	= \$5,200.00
<hr/> Total Fees	<hr/> = \$5,200.00
Less payments	= \$5,200.00
<hr/> Balance Due NASD Dispute Resolution	<hr/> = \$0.00

Respondents are jointly and severally liable for:

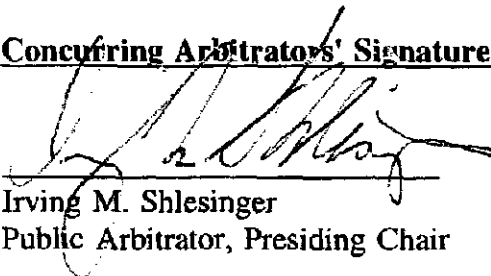
Balance Due NASD Dispute Resolution = \$3,037.50

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

ARBITRATION PANEL

Irving M. Shlesinger	-	Public Arbitrator, Presiding Chair
Steven P. Gregory, Esq.	-	Public Arbitrator
Thomas M. Johnson, Jr., Esq.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures



Irving M. Shlesinger
Public Arbitrator, Presiding Chair

5/10/03

Signature/Date

Steven P. Gregory, Esq.
Public Arbitrator

Signature Date

Thomas M. Johnson, Jr., Esq.
Non-Public Arbitrator

Signature Date

Date of Service (For NASD Dispute Resolution office use only)

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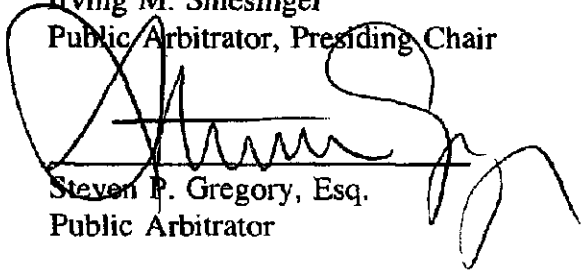
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Steven P. Gregory, Esq.	-	Public Arbitrator
Thomas M. Johnson, Jr., Esq.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

Irving M. Shlesinger
Public Arbitrator, Presiding Chair

Signature Date



Steven P. Gregory, Esq.
Public Arbitrator

6/9/03
Signature Date

Thomas M. Johnson, Jr., Esq.
Non-Public Arbitrator

Signature Date

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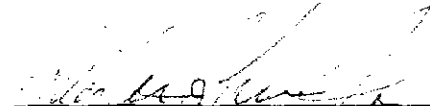
Concurring Arbitrators' Signatures

Irving M. Shlesinger
Public Arbitrator, Presiding Chair


Signature Date

Steven P. Gregory, Esq.
Public Arbitrator

Signature Date



Thomas M. Johnson, Jr., Esq.
Non-Public Arbitrator



Signature Date

Date of Service (For NASD Dispute Resolution office use only)