

Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Ralph and Wilma Mosa, Claimants v. Gregg Ogiela and RBC Dain Rauscher Inc., Respondents

Case Number: 03-04779

Hearing Site: Las Vegas Nevada

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

REPRESENTATION OF PARTIES

For Claimants:

Ralph and Wilma Mosa
Pro Se
Cory Mosa, pursuant to
Power of Attorney
Las Vegas, Nevada

For Respondents:

Amelia De Los Santos
Lewis and Roca, LLP
Las Vegas, Nevada

CASE INFORMATION

Statement of Claim filed: August 11, 2003

Claimants' Joint Uniform Submission Agreements signed but not dated

Joint Statement of Answer filed by Respondents: October 2, 2003

Respondent Gregg Ogiela's Uniform Submission Agreement signed: October 21, 2003

Respondent RBC Dain Rauscher Inc.'s Uniform Submission Agreement signed: October 2, 2003

CASE SUMMARY

Claimants alleged breach of fiduciary duty, constructive fraud, negligence, breach of contract, control person liability, respondeat superior, and liability under agency theory. Claimants' allegations involve transactions in their margin accounts and in stocks such as AT&T and General Electric.

Respondents denied the allegations of wrongdoing set forth in Claimants' Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimants requested compensatory damages in an amount not less than \$150,000.00, consequential damages, disgorgement and restitution of earnings, profits, compensation, and benefits received by Respondents, lost opportunity costs, unspecified punitive damages, pre-judgment and post-judgment interest, and costs, including attorney's fees.

Respondents requested dismissal of Claimants' Statement of Claim in its entirety and costs, including attorney's fees.

OTHER ISSUES CONSIDERED AND DECIDED

Claimants and their designated representative, Cory Mosa, have voluntarily offered to withdraw and to dismiss all claims against RBC Dain Rauscher Inc. and Gregg Ogiela ("Respondents") with prejudice. Thus, Respondents, Claimants and their designated representative, Cory Mosa, stipulated that Claimants' claim against Respondents shall be dismissed in its entirety with prejudice; they have also stipulated that Claimants and Respondents shall bear their own costs, forum fees, and attorneys' fees. RBC Dain Rauscher Inc. and Gregg Ogiela did not and will not compensate Claimants or Cory Mosa for Claimants' offer to withdraw their claim or for the dismissal of this matter with prejudice.

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

AWARD

After considering the pleadings and the parties' request for a Stipulated Award, the Panel decided in full and final resolution of the issues submitted for determination as follows:

- 1) Each and every claim that Claimants have asserted against Respondents in NASD No. 03-04779 is hereby dismissed with prejudice.
- 2) The parties shall bear their own costs, forum fees, and attorney's fees in connection with NASD Arbitration No. 03-04779.
- 3) 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 RBC Dain Rauscher 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

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:

One (1) pre-hearing conference session with a single arbitrator @ \$450.00/session	= \$ 450.00
Pre-hearing conference: June 4, 2004 1 session	

One (1) pre-hearing conference session with the Panel @ \$1,125.00/session	= \$1,125.00
<u>Pre-hearing conference: December 22, 2003 1 session</u>	

Total Forum Fees	= \$1,575.00
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1. The Panel assessed \$787.50 of the forum fees jointly and severally to Claimants Ralph and Wilma Mosa.
2. The Panel assessed \$787.50 of the forum fees jointly and severally to Respondent RBC Dain Rauscher Inc. and Gregg Ogiela.

Fee Summary

1. Claimants Ralph and Wilma Mosa are charged jointly and severally with the following fees and costs:

Initial Filing Fee	= \$ 300.00
Forum Fees	= \$ 787.50
Total Fees	= \$ 1,087.50
Less payments	= \$(1,575.00)
Refund Due Claimants	= \$ (487.50)

2. Respondent RBC Dain Rauscher Inc. is charged with the following fees and costs:

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

3. Respondents RBC Dain Rauscher Inc. and Gregg Ogiela are charged jointly and severally with the following fees and costs:

Forum Fees	= \$ 787.50
Less Payments by RBC Dain Rauscher Inc.	= \$(650.00)
Balance Due NASD Dispute Resolution	= \$ 137.50

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 P. Swenson Esq.

Public Arbitrator, Presiding Chair

Jordan H. Bodenstein, Esq.

Public Arbitrator

Alan S. Mann

Non-Public Arbitrator

Concurring Arbitrators' Signatures



Kevin D. Swenson, Esq.
Chair, Public Arbitrator

11-18-04
Signature Date

Jordan H. Bodenstein, Esq.
Public Arbitrator

Signature Date

Alan S. Mann
Non-Public Arbitrator

Signature Date

11/29/04
Date of Service

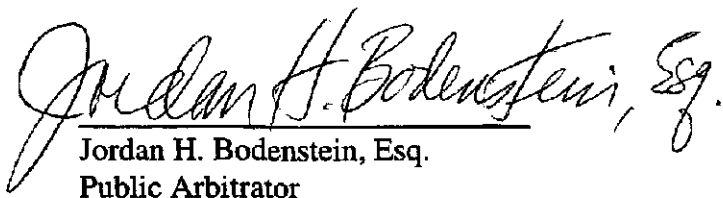
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Kevin P. Swenson, Esq.	-	Public Arbitrator, Presiding Chair
Jordan H. Bodenstein, Esq.	-	Public Arbitrator
Alan S. Mann	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

Kevin P. Swenson, Esq.
Chair, Public Arbitrator

Signature Date



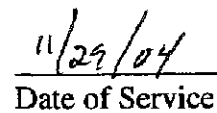
Jordan H. Bodenstein, Esq.
Public Arbitrator



Signature Date

Alan S. Mann
Non-Public Arbitrator

Signature Date



Date of Service

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Public Arbitrator

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Alan S. Mann
Non-Public Arbitrator

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