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

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In the Matter of the Arbitration Between:

Name of the Claimant  
Joaquin Mosquera

Case Number: 03-05544

Names of the Respondents  
Transamerica Financial Advisors, Inc.  
Ramiro Rodriguez

Hearing Site: Boca Raton, Florida

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Nature of the Dispute: Customer vs. Member and Associated Person.

**REPRESENTATION OF PARTIES**

For Joaquin Mosquera, hereinafter referred to as "Claimant": Alan J. Foxman, Esq., Law Offices of Alan J. Foxman, P. A., Boca Raton, Florida.

For Transamerica Financial Advisors, Inc. ("Transamerica"), hereinafter referred to as Respondent Transamerica: Joseph C. Coates, III, Esq., Greenberg Traurig, P. A., West Palm Beach, Florida.

For Ramiro Rodriguez ("Rodriguez"), hereinafter referred to as "Respondent Rodriguez," Scott A. Bassman, Esquire and Barry A. Postman, Esquire of Miami, Florida

**CASE INFORMATION**

Statement of Claim filed on or about: July 29, 2003.

Claimant signed the Uniform Submission Agreement: October 6, 2003.

Statement of Answer filed by Respondent Transamerica on or about: January 13, 2004.

Respondent Transamerica signed the Uniform Submission Agreement: December 19, 2003.

Statement of Answer filed by Respondent Rodriguez on or about: December 31, 2003.

Respondent Rodriguez signed the Uniform Submission Agreement: December 5, 2003.

**CASE SUMMARY**

Claimant alleged the following claims, among others, in this matter: breach of contract, unsuitability, fraud, misrepresentation, and negligence. The causes of action related to, among other things, creation of a retirement plan and purchase of a variable insurance policy.

Respondent Transamerica denied any liability or wrongdoing in connection with the allegations set forth in the Statement of Claim filed by Claimant. Respondent Transamerica asserted various affirmative defenses.

Respondent Rodriguez denied any liability or wrongdoing in connection with the allegations set forth in the Statement of Claim filed by Claimant. Respondent Rodriguez asserted various affirmative defenses.

### **RELIEF REQUESTED**

Claimant requested an award of compensatory damages in the approximate amount of \$50,000.00, as well as interest, attorneys' fees and all costs associated with the claims.

Respondent Transamerica respectfully requested that this Panel make a specific finding that there was no misconduct by Respondent Transamerica, dismiss all claims and allegations against the Respondent Transamerica and require Claimant to bear all costs and attorneys' fees incurred by Respondent Transamerica in defending Claimant's meritless claim.

Respondent Rodriguez respectfully requested that the Panel make a specific finding that there was no misconduct by Respondent Rodriguez, dismiss all claims and allegations against the Respondent Rodriguez and require Claimant to bear all costs and attorneys' fees incurred by Respondent Rodriguez in defending Claimant's meritless claim.

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

On or about April 6, 2005, Claimant advised the NASD Dispute Resolution ("NASD") that he had amicably resolved this matter with Respondents.

On or about May 3, 2005, the parties filed with the NASD an Agreed Motion Requesting Stipulated Award and a proposed Stipulated Award for review and approval by the Panel. On or about May 11, 2005, the Panel issued an Order granting the parties Agreed Motion Requesting Stipulated Award.

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

### **AWARD**

After considering the pleadings and the proposed Stipulated Award submitted by the parties, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. All of the Claimants' claims for relief, including claims under state or federal law, the Securities Exchange Act, NASD rules and regulations, and any other claims, are dismissed with prejudice.
2. Any and all claims for relief not specifically addressed herein, including Claimants' and Respondents' requests for attorneys' fees and costs are denied.

3. The Panel recommends the expungement of all references to the above-captioned arbitration from Respondent Rodriguez's public and non-public registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to the NASD Notice to Members 99-09 and 99-54, the Respondent Rodriguez must obtain confirmation from a court of competent jurisdiction before the NASD CRD will execute the expungement directive.

### **FEES**

Pursuant to the NASD Code of Arbitration Procedure (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	= \$ 175.00
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#### **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. Accordingly, Respondent Transamerica is a member firm and a party.

Member surcharge	= \$ 875.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$1,000.00
Total Member Fees	= \$2,625.00

#### **Adjournment Fees**

Adjournments granted during these proceedings for which fees were assessed:

No adjournment fees were incurred in this matter.

#### **Three-Day Cancellation Fees**

Fees apply when a hearing on the merits is postponed or settled within three business days before the start of a scheduled hearing session:

No three-day cancellation fees were incurred 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 arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing sessions with Panel @ \$600.00/session = \$600.00

Pre-hearing conference: May 14, 2004 1 session

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Total Forum Fees = \$600.00

The Panel assessed forum fees of \$300.00 to Claimant.

The Panel assessed forum fees of \$300.00 to Respondents, jointly and severally.

**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 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**

Claimant is solely liable for:

Initial Filing Fee	= \$ 175.00
<u>Forum Fees</u>	= \$ 300.00
Total Fees	= \$ 475.00
<u>Less payments</u>	= \$ 475.00
Balance Due NASD Dispute Resolution	= \$ 0.00

Respondent Transamerica, is solely liable for:

<u>Member Fees</u>	= \$2,625.00
Total Fees	= \$2,625.00
<u>Less payments</u>	= \$2,500.00
Balance Due NASD Dispute Resolution	= \$ 125.00

Respondents are jointly and severally liable for:

<u>Forum Fees</u>	= \$ 300.00
Total Fees	= \$ 300.00
<u>Less payments</u>	= \$ 0.00
Balance Due NASD Dispute Resolution	= \$ 300.00

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

**ARBITRATION PANEL**

Robert T. Allen, Jr.	-	Public Arbitrator, Presiding Chairperson
Milton Herson	-	Public Arbitrator
Lionel P. Greenbaum	-	Non-Public Arbitrator

**Concurring Arbitrators' Signatures**

/s/  
Robert T. Allen, Jr.  
Public Arbitrator, Presiding Chairperson

May 17, 2005  
Signature Date

/s/  
Milton Herson  
Public Arbitrator

May 16, 2005  
Signature Date

/s/  
Lionel P. Greenbaum  
Non-Public Arbitrator


May 15, 2005  
Signature Date

May 18, 2005  
Date of Service (For NASD Dispute Resolution office use only)

ARBITRATION PANEL

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Milton Herson	-	Public Arbitrator
Lionel P. Greenbaum	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

  
Robert T. Allen, Jr.  
Public Arbitrator, Presiding Chairperson

5-17-05  
Signature Date

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Milton Herson  
Public Arbitrator

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

\_\_\_\_\_  
Lionel P. Greenbaum  
Non-Public Arbitrator

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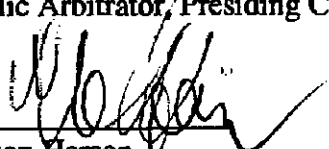
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Signature Date

  
\_\_\_\_\_  
Milton Herson  
Public Arbitrator

5/18/05  
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Signature Date

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Lionel P. Greenbaum  
Non-Public Arbitrator

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Public Arbitrator, Presiding Chairperson

Signature Date

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Public Arbitrator

Lionel P. Greenbaum  
Non-Public Arbitrator

Signature Date

May 15, 2005

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