
Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Name of the Claimant
Wachovia Securities, LLC.

Case Number: 05-04092

Name of the Respondent
Angel Beguiristain

Hearing Site: Boca Raton, Florida

Nature of the Dispute: Member vs. Associated Person.

REPRESENTATION OF PARTIES

For Wachovia Securities, LLC., hereinafter referred to as "Claimant": Jonathan E. Levine, Esq., Law Office of Daniel S. Fiore, Arlington, Virginia.

Angel Beguiristain, hereinafter referred to as "Respondent" was initially represented by Gary F. Klein, Esq., Klein & Sallah, LLC, Boca Raton, Florida, who withdrew as counsel on November 28, 2005. Respondent appeared pro se thereafter.

CASE INFORMATION

Statement of Claim filed on or about: August 9, 2005.

Claimant signed the Uniform Submission Agreement: July 15, 2005.

Statement of Answer and Counterclaim filed by Respondent on or about: September 28, 2005.

Respondent signed the Uniform Submission Agreement: October 6, 2005.

Statement of Answer to Counterclaim filed by Claimant on or about: October 10, 2005.

Amended Answer and Counterclaim filed by Respondent on or about: October 17, 2005.

Answer to Amended Counterclaim filed by Claimant on or about: November 3, 2005.

Motion for Telephonic Testimony filed by Claimant on or about: September 29, 2006.

CASE SUMMARY

Claimant asserted the following causes of action: 1) breach of promissory note; 2) unjust enrichment; and, 3) reimbursement of customer complaint settlements. The causes of action relate to the termination of Respondent's employment and subsequent monies due pursuant to the terms of a promissory note (the "Note").

Unless specifically admitted in his Answer, Respondent denied the allegations made in the Statement of Claim and asserted various affirmative defenses including: 1) no privity between the Claimant and First Union so as to allow the latter's contractual rights against Respondent; 2) failure to state a factual basis supporting the claims for relief and failure to state a claim upon which relief may be granted; 3) the claims are barred by the doctrines of estoppel, waiver and ratification; and, 4) any injury, loss or damage

to Claimant was the result of superseding or intervening causes beyond Respondent's control. In addition, Respondent filed a Counterclaim asserting the following causes of action: 1) termination without cause; 2) defamation; and, 3) intentional and tortuous interference.

Unless specifically admitted in its Answer to the Counterclaim, Claimant denied the allegations made in the Counterclaim and asserted various affirmative defenses including; 1) Respondent failed to state a claim upon which relief may be granted; 2) Respondent's claims are barred by the doctrines of estoppel, laches and/or accord and satisfaction; 3) Respondent materially breached the terms of the relevant agreements between the parties such that his claims fail; 4) lack of consideration; 5) Claimant at all times stated the truth, acted in good faith, without malice, without intent to cause harm or injury and without exceeding that which was permitted; 6) Respondent released Claimant from liability and/or waived his rights to assert his claims; 7) Respondent's claims are barred by the doctrine of unclean hands; 8) Respondent's claims are barred by the statute of frauds; and, 9) Respondent's claims are barred by relevant statutes.

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$37,500.00 which represents the principal amount on the Note, plus an unspecified amount of compensatory damages for reimbursement of customer complaint settlements, interest at the applicable judgment rate from the date of disbursement of the proceeds of the Note, attorney's fees, costs and such other relief to which the Panel deemed it is entitled.

Respondent requested that the Statement of Claim be dismissed and an award of costs, expenses and for such other and further relief as this Panel deemed just and proper. In addition, Respondent filed a Counterclaim requesting compensatory damages in the amount of \$500,000.00, punitive damages in the amount of \$500,000.00, attorney's fees and costs.

Claimant requested that the Counterclaim be dismissed, with prejudice, that it be awarded costs, expenses, reasonable attorney's fees and for such other relief in its favor.

OTHER ISSUES CONSIDERED AND DECIDED

On or about October 13, 2006, the Panel issued an Order that granted Claimant's Motion for Telephonic Testimony.

On October 25, 2006, the parties notified NASD Dispute Resolution that this matter had settled and filed a proposed Stipulated Award.

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

AWARD

The parties entered into an agreement to present to the Panel a Stipulated Award. Now, in lieu of a

hearing and upon motion of both parties for an entry of an award, the written stipulation thereto, the Panel grants the motion and enters this award granting the following relief:

Respondent's Counterclaims are dismissed, with prejudice.

Respondent shall pay Claimant compensatory damages in the amount of \$64,620.00, which includes the principal on the Note and reimbursement of customer complaint settlements, plus interest at the rate of 6.25% per annum from March 2, 2005 until the date the Award is paid in full.

Respondent shall pay Claimant \$4,225.00 representing reimbursement of NASD fees.

Respondent shall pay Claimant attorney's fees pursuant to the terms of the note in the liquidated amount of \$15,000.00.

Respondent shall pay any and all court costs and fees incurred by Claimant in connection with confirming this Award in a court of competent jurisdiction.

Except as otherwise specifically provided for in this Award, the parties shall bear their respective costs, including attorney's fees.

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

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	= \$ 1,000.00
Counterclaim filing fee	= \$ 375.00

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. Accordingly, Claimant is a party to this dispute and was a member of NASD at the time the following fees were assessed:

Member surcharge	= \$ 875.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$ 4,000.00
Total Member Fees	= \$ 5,625.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

No requests for adjournments were filed 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:

Cancellation fees were assessed in this matter.

October 26 – 27, 2006 – settled by parties = \$300.00

Pursuant to the parties agreement the total cancellation fee of \$300.00 is assessed to Respondent.

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 during this proceeding.

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:

Two (2) Pre-hearing sessions with the Panel @ \$1,200.00	= \$2,400.00
Pre-hearing conferences: April 12, 2006 1 session	
September 26, 2006 1 session	
<hr/> Total Forum Fees	<hr/> = \$2,400.00

Pursuant to the parties agreement the total forum fee of \$2,400.00 is assessed to Respondent.

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 during this proceeding.

Fee Summary

Claimant is solely liable for:	
Initial Filing Fee	= \$ 1,000.00
Retained Hearing Session Deposit	= \$ 600.00

<u>Member Fees</u>	= \$ 5,625.00
<u>Total Fees</u>	= \$ 7,225.00
<u>Less payments</u>	= \$ 4,225.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 3,000.00

Respondent is solely liable for:

Counterclaim Filing Fee	= \$ 375.00
Cancellation Fee	= \$ 300.00
Forum Fees	= \$ 2,400.00
<u>Total Fees</u>	= \$ 3,075.00
<u>Less payments</u>	= \$ 1,575.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 1,500.00

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

ARBITRATION PANEL

<i>Richard E. Conner, Esq.</i>	-	<i>Public Arbitrator, Presiding Chairperson</i>
<i>Gerald C. Case</i>	-	<i>Public Arbitrator</i>
<i>Bernard Finger</i>	-	<i>Non-Public Arbitrator</i>

Concurring Arbitrators' Signatures

/s/
Richard E. Conner, Esq.
Public Arbitrator, Presiding Chairperson

10/31/06
Signature Date

/s/
Gerald C. Case
Public Arbitrator

10/31/06
Signature Date

/s/
Bernard Finger
Non-Public Arbitrator

10/30/06
Signature Date

10/31/06
Date of Service (For NASD Dispute Resolution office use only)

NASD Dispute Resolution
Arbitration No. 05-04082
Stipulated Award Page 5

Member Fees	= \$ 5,625.00
Total Fees	= \$ 7,225.00
Less payments	= \$ 4,225.00
Balance Due NASD Dispute Resolution	= \$ 3,000.00

Respondent is solely liable for:

Counterclaim Filing Fee	= \$ 375.00
Cancellation Fee	= \$ 300.00
Forum Fees	= \$ 2,400.00
Total Fees	= \$ 3,075.00
Less payments	= \$ 1,575.00
Balance Due NASD Dispute Resolution	= \$ 1,500.00

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

ARBITRATION PANEL

Richard E. Conner, Esq.
Gerald C. Case
Bernard Finger

- Public Arbitrator, Presiding Chairperson
- Public Arbitrator
Non-Public Arbitrator

Concurring Arbitrators' Signatures



Richard E. Conner, Esq.
Public Arbitrator, Presiding Chairperson

OCTOBER 31, 2006
Signature Date

Gerald C. Case
Public Arbitrator

Signature Date

Bernard Finger
Non-Public Arbitrator

Signature Date

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

BRS

Oct. 30. 2006 4:59PM

No. 3519

P.

NASD Dispute Resolution
 Arbitration No. 05-04092
Stipulated Award Page 5

Member Fees	= \$ 5,625.00
Total Fees	= \$ 7,225.00
Less payments	= \$ 4,225.00
Balance Due NASD Dispute Resolution	= \$ 3,000.00

Respondent is solely liable for:

Counterclaim Filing Fee	= \$ 375.00
Cancellation Fee	= \$ 300.00
Forum Fees	= \$ 2,400.00
Total Fees	= \$ 3,075.00
Less payments	= \$ 1,575.00
Balance Due NASD Dispute Resolution	= \$ 1,500.00

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

ARBITRATION PANEL

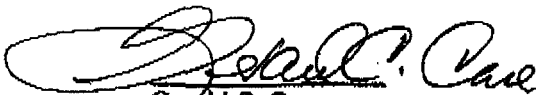
Richard E. Conner, Esq.
 Gerald C. Case
 Bernard Finger

- Public Arbitrator, Presiding Chairperson
 - Public Arbitrator
 - Non-Public Arbitrator

Concurring Arbitrators' Signatures

Richard E. Conner, Esq.
 Public Arbitrator, Presiding Chairperson

Signature Date



Gerald C. Case
 Public Arbitrator

10-31-06
 Signature Date

Bernard Finger
 Non-Public Arbitrator

Signature Date

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

NASD Dispute Resolution
Arbitration No. 05-04092
Stipulated Award Page 5

<u>Member Fees</u>	= \$ 5,625.00
<u>Total Fees</u>	= \$ 7,225.00
<u>Less payments</u>	= \$ 4,225.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 3,000.00

Respondent is solely liable for:

<u>Counterclaim Filing Fee</u>	= \$ 375.00
<u>Cancellation Fee</u>	= \$ 300.00
<u>Forum Fees</u>	= \$ 2,400.00
<u>Total Fees</u>	= \$ 3,075.00
<u>Less payments</u>	= \$ 1,575.00
<u>Balance Due NASD Dispute Resolution</u>	= \$ 1,500.00

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

ARBITRATION PANEL

<i>Richard E. Conner, Esq.</i>	-	<i>Public Arbitrator, Presiding Chairperson</i>
<i>Gerald C. Case</i>	-	<i>Public Arbitrator</i>
<i>Bernard Finger</i>	-	<i>Non-Public Arbitrator</i>

Concurring Arbitrators' Signatures

Richard E. Conner, Esq.
 Public Arbitrator, Presiding Chairperson

Signature Date

Gerald C. Case
 Public Arbitrator

Signature Date

Bernard Finger
 Bernard Finger
 Non-Public Arbitrator

10/30/06
 Signature Date

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