

**FINANCIAL INDUSTRY REGULATORY AUTHORITY  
LETTER OF ACCEPTANCE, WAIVER AND CONSENT  
NO. 20120339678**

**TO:** Department of Enforcement  
Financial Industry Regulatory Authority ("FINRA")

**RE:** Deborah Mroska, Respondent  
Registered Representative  
CRD No. 1850817

Pursuant to FINRA Rule 9216 of FINRA's Code of Procedure, Deborah Mroska ("Mroska") submits this Letter of Acceptance, Waiver and Consent ("AWC") for the purpose of proposing a settlement of the alleged rule violations described below. This AWC is submitted on the condition that, if accepted, FINRA will not bring any future actions against her alleging violations based on the same factual findings described herein.

**I.**

**ACCEPTANCE AND CONSENT**

- A. Mroska hereby accepts and consents, without admitting or denying the findings, and solely for the purposes of this proceeding and any other proceeding brought by or on behalf of FINRA, or to which FINRA is a party, prior to a hearing and without an adjudication of any issue of law or fact, to the entry of the following findings by FINRA:

**BACKGROUND**

Mroska entered the securities industry in June 1988 as a registered sales assistant with Securian Financial Services, Inc. (collectively the "Firm"), a FINRA-regulated broker-dealer, and remained employed there until September 1, 2012. Mroska obtained her Series 63 and 26 licenses in July 1994 and September 2000, respectively.

On September 7, 2012, the Firm reported that it terminated Mroska's employment for failing to follow the procedures of the Firm's signature guarantee stamp program.

Mroska is not currently employed by or associated with a FINRA regulated broker-dealer. Pursuant to Article V, Section 4 of FINRA's By-Laws, Mroska remains subject to FINRA's jurisdiction until September 6, 2014.

**RELEVANT DISCIPLINARY HISTORY**

Mroska has no prior disciplinary history in the securities industry. However, Mroska previously received a written reprimand from the Firm in 2008, in part for her for

providing a signature guarantee on two blank forms that had been signed by a Firm client. At that time, the Firm suspended Mrosia's signature guarantee program privileges until she re-qualified for the program in November 2010.

### **OVERVIEW**

During August 2012, an imposter posing as MK, a Firm customer, sent e-mails to CS, MK's broker, requesting three wire transfers totaling \$92,000 from MK's account to a third-party's bank account. As part of processing wire requests, the Firm required that a client's authorization be "signature guaranteed," which requires a Firm employee to personally witness a customer sign the required documents and obtain government issued identification to confirm the identity of the signor. On three occasions in August 2012, Mrosia, CS's sales assistant, falsely represented to the Firm that she signature guaranteed MK's signature on the wire transfer request forms in connection with her processing of the imposter's wire requests. By falsely attesting to the identity of the client on the Firm's wire transfer request forms, Mrosia violated FINRA Rule 2010. Mrosia also violated FINRA Rules 4511 and 2010 by causing her FINRA regulated broker-dealer to maintain false books and records concerning these wire transfer requests.

### **FACTS AND VIOLATIVE CONDUCT**

FINRA Rule 2010 requires the observance of high standards of commercial honor and just and equitable principles of trade.

FINRA Rule 4511 requires each member to make and preserve books and records in conformity with Rules 17a-3 and 17a-4 of the Securities Exchange Act of 1934 ("Exchange Act"). Rule 17a-4(b)(4) requires that a firm preserve records relating to communications concerning the firm's business, and those records must be accurate. Thus, falsification of a firm's required books and records violates FINRA Rule 4511 as well as FINRA Rule 2010.

#### ***A. Firm Policies and Procedures - Wire Transfer Requests***

The Firm's written supervisory procedures require verbal confirmation with customers of all written orders received from clients before the transactions are processed. With respect to third party checks or wire requests, Firm policy further requires that the request be in writing, and that the client's authorization be either "signature guaranteed" or notarized.

The Firm's signature guarantee program mandates that the account holder must endorse/sign the wire request in the presence of an authorized principal and provide the authorized principal with government-issued photo identification to substantiate their identity.

For the purposes of the Firm's Signature Guarantee program, Mrosia was designated by the Firm as an authorized principal.

***B. The Wire Transfer Requests***

Between October 2010 and September 2012, Mrosia was a registered sales assistant at the Firm's branch office in Bloomington, Minnesota. Mrosia was responsible for assisting approximately three registered representatives, including CS.

Sometime in August 2012, the personal e-mail address of Firm customer MK was hacked into by an individual. On August 6, 2012, an imposter posing as MK sent CS an e-mail inquiring whether the Firm could handle a wire transfer from MK's account for the purchase of a condominium. Approximately a half-hour later, following additional correspondence with CS, the imposter e-mailed CS a signed wire transfer form and instructions to transfer \$40,000 from MK's account to a third-party account in Singapore.

CS gave the third-party wire request form to Mrosia for processing. Mrosia falsely indicated on the wire transfer request forms that she authenticated MK's signature in accordance with the Firm's signature guarantee policy, when in fact Mrosia never personally witnessed MK sign the document, nor did she obtain any identification to verify the identity of the signor. Mrosia faxed the wire request form to the Firm's Home Office, whereupon a wire in the amount of \$40,267.53 USD was processed and sent from MK's account that same day.

One week later, on August 13, 2012, the imposter sent CS another e-mail requesting the available account balance and a wire transfer. Less than an hour later, following additional correspondence with CS, the imposter e-mailed CS a signed wire transfer form and instructions to transfer \$30,000 from MK's account to a third-party account in Singapore.

CS gave the third-party wire request form to Mrosia for processing. Once again, Mrosia falsely indicated on the wire transfer request forms that she authenticated MK's signature in accordance with the Firm's signature guarantee policy, when in fact Mrosia never personally witnessed MK sign the document, nor did she obtain any identification to verify the identity of the signor. Mrosia then faxed the form to the Home Office, whereupon a wire in the amount of \$30,000.00 USD was processed and sent from MK's account on August 14, 2012.

On August 20, 2012, the imposter sent CS another e-mail requesting the available account balance. Following additional correspondence with CS, the imposter provided CS with a copy of the form previously provided for the second wire transfer request for \$22,000. CS gave the third-party wire request form to Mrosia, who again falsely "signature guaranteed" the form without personally witnessing the client sign the document or obtaining any identification to verify the identity of the signor.

Mrosia then faxed the request to the Home Office, which became suspicious of the request given the frequent activity in a two-week time span. The Home Office contacted MK at the telephone number Mrosia provided, at which time MK informed the Firm that he never made any wire transfer requests.

At that time, the third wire was immediately rejected by the Firm and a block was placed on the account. The Firm also recalled the two wires issued on August 8 and August 14, respectively. MK's account statement was reimbursed such that there was no loss to the customer.

By falsely attesting to the identity of the client on the Firm's wire transfer request forms, Mrosia violated FINRA Rule 2010. Mrosia also violated FINRA Rules 4511 and 2010 by causing her FINRA regulated broker-dealer to maintain false books and records concerning these wire transfer requests.

B. Mrosia consents to the imposition of the following sanctions:

- a. A two-month suspension from associating with any FINRA-regulated broker-dealer in any capacity; and
- b. A fine of \$7,500 (deferred).

Mrosia understands that if she is barred or suspended from associating with any FINRA member, she becomes subject to a statutory disqualification as that term is defined in Article III, Section 4 of FINRA's By-Laws, incorporating Section 3(a)(39) of the Securities Exchange Act of 1934. Accordingly, Mrosia may not be associated with any FINRA member in any capacity, including clerical or ministerial functions, during the period of the bar or suspension (*see* FINRA Rules 8310 and 8311).

The fine shall be due and payable either immediately upon reassociation with a member firm following the two-month suspension noted above, or prior to any application or request for relief from any statutory disqualification resulting from this or any other event or proceeding, whichever is earlier.

Mrosia specifically and voluntarily waives any right to claim that she is unable to pay, now or at any time hereafter, the monetary sanction imposed in this matter.

The sanctions imposed herein shall be effective on a date set by FINRA staff.

## II.

### WAIVER OF PROCEDURAL RIGHTS

Mrosia specifically and voluntarily waives the following rights granted under FINRA's Code of Procedure:

- A. To have a Complaint issued specifying the allegations against her;
- B. To be notified of the Complaint and have the opportunity to answer the allegations in writing;
- C. To defend against the allegations in a disciplinary hearing before a hearing panel, to have a written record of the hearing made and to have a written decision issued; and

- D. To appeal any such decision to the National Adjudicatory Council ("NAC") and then to the U.S. Securities and Exchange Commission and a U.S. Court of Appeals.

Further, Mroska specifically and voluntarily waives any right to claim bias or prejudgment of the General Counsel, the NAC, or any member of the NAC, in connection with such person's or body's participation in discussions regarding the terms and conditions of this AWC, or other consideration of this AWC, including acceptance or rejection of this AWC.

Mroska further specifically and voluntarily waives any right to claim that a person violated the ex parte prohibitions of FINRA Rule 9143 or the separation of functions prohibitions of FINRA Rule 9144, in connection with such person's or body's participation in discussions regarding the terms and conditions of this AWC, or other consideration of this AWC, including its acceptance or rejection.

### III.

#### OTHER MATTERS

Mroska understands that:

- A. Submission of this AWC is voluntary and will not resolve this matter unless and until it has been reviewed and accepted by the NAC, a Review Subcommittee of the NAC, or the Office of Disciplinary Affairs ("ODA"), pursuant to FINRA Rule 9216;
- B. If this AWC is not accepted, its submission will not be used as evidence to prove any of the allegations against her; and
- C. If accepted:
  - 1. this AWC will become part of her permanent disciplinary record and may be considered in any future actions brought by FINRA or any other regulator against her;
  - 2. this AWC will be made available through FINRA's public disclosure program in response to public inquiries about her disciplinary record;
  - 3. FINRA may make a public announcement concerning this agreement and the subject matter thereof in accordance with FINRA Rule 8313; and
  - 4. Mroska may not take any action or make or permit to be made any public statement, including in regulatory filings or otherwise, denying, directly or indirectly, any finding in this AWC or create the impression that the AWC is without factual basis. Mroska may not take any position in any proceeding brought by or on behalf of FINRA, or to which FINRA is a party, that is inconsistent with any part of this AWC. Nothing in this provision affects her:

(i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which FINRA is not a party.

D. Mrosła may attach a Corrective Action Statement to this AWC that is a statement of demonstrable corrective steps taken to prevent future misconduct. Mrosła understands that she may not deny the charges or make any statement that is inconsistent with the AWC in this Statement. This Statement does not constitute factual or legal findings by FINRA, nor does it reflect the views of FINRA or its staff.

Mrosła certifies that she has read and understood all of the provisions of this AWC and has been given a full opportunity to ask questions about it; that she has agreed to its provisions voluntarily; and that no offer, threat, inducement, or promise of any kind, other than the terms set forth herein and the prospect of avoiding the issuance of a Complaint, has been made to induce her to submit it.

10/01/2013

Date (mm/dd/yyyy)

Deborah Mrosła

Deborah Mrosła, Respondent

Accepted by FINRA:

Signed on behalf of the Director of ODA,  
by delegated authority

10/21/13

Date (mm/dd/yyyy)

Susan Light

Susan Light  
Senior Vice President & Chief Counsel  
FINRA Department of Enforcement  
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