

**Award**  
**FINRA Dispute Resolution Services**

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In the Matter of the Arbitration Between:

Claimant  
LPL Financial LLC

Case Number: 20-03415

vs.

Respondent  
Jameile D. Cawley

Hearing Site: Boston, Massachusetts

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Awards are rendered by independent arbitrators who are chosen by the parties to issue final, binding decisions. FINRA makes available an arbitration forum—pursuant to rules approved by the SEC—but has no part in deciding the award.

Nature of the Dispute: Member vs. Associated Person

**REPRESENTATION OF PARTIES**

For Claimant LPL Financial LLC: John W. Joyce, Esq., and Chloé M. Chetta Esq., Barrasso Usdin Kupperman Freeman & Sarver, L.L.C., New Orleans, Louisiana.

Respondent Jameile D. Cawley did not enter an appearance.

**CASE INFORMATION**

Statement of Claim filed on or about: October 1, 2020.

LPL Financial LLC signed the Submission Agreement: October 1, 2020.

Jameile D. Cawley did not file a Statement of Answer or signed the Submission Agreement.

**CASE SUMMARY**

In the Statement of Claim, Claimant asserted the following causes of action: breach of Promissory Note and breach of Hybrid Representative Agreement.

**RELIEF REQUESTED**

In the Statement of Claim, Claimant requested \$1,581.99 principal balance due and owing on the fees under the Hybrid Representative Agreement; interest at the rate of 7.5% per annum on the fees balance due and owing under the Hybrid Representative Agreement from February 13, 2019 through the date of payment; \$68,938.50 principal balance due and owing under the Note; interest at the rate of 9.69% per annum on the amount owed under the Note from December 12, 2018 through the date of payment; costs of collection and of this proceeding including attorneys'

fees and filing costs as agreed to under the terms of the Note; and any and all further relief that this Panel deems just and proper.

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

The Arbitrator acknowledges having read the pleadings and other materials filed by the parties.

Respondent did not file a properly executed Submission Agreement but is required to submit to arbitration pursuant to the Code of Arbitration Procedure ("Code") is bound by the determination of the Arbitrator on all issues submitted.

On January 22, 2021, Claimant opted to proceed against Respondent Jameile D. Cawley pursuant to Rule 13801 of the Code of Arbitration Procedure.

Respondent Jameile D. Cawley did not file a Statement of Answer. The Arbitrator determined that Respondent Jameile D. Cawley was served with the Claim Notification letter dated October 2, 2020 by regular mail and the Overdue Notice (including the Statement of Claim) dated November 24, 2020 by regular and certified mail, as evidenced by the signed signature cards on file/USPS tracking information available online. The Arbitrator also determined that Respondent Jameile D. Cawley was served with the Notification of Arbitration dated December 22, 2020 by regular.

The Claim Notification letter notified Respondent Jameile D. Cawley that FINRA rules require parties to use the online DR Portal on a mandatory basis (except pro se investors) and that failure to register for the DR Portal will prevent the submission of pleadings, selection of arbitrators, and receipt of notification relating to case information and deadlines. Respondent Jameile D. Cawley failed to register for the DR Portal.

The Arbitrator determined that Respondent Jameile D. Cawley is, therefore, bound by the Arbitrator's ruling and determination.

### **AWARD**

After considering the pleadings, the Arbitrator has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondent is liable for and shall pay to Claimant the sum of \$68,938.50 in compensatory damages.
2. Respondent is liable for and shall pay to Claimant accrued interest in the amount of \$16,810.48.
3. Respondent is liable for and shall pay to Claimant interest at the rate of 11.07% per annum on the above sum of \$68,938.50 from February 24, 2021 through the date of satisfaction of the award.
4. Respondent is liable for and shall pay to Claimant the sum of \$1,581.99 in fees owed under the Hybrid Representative Agreement.

5. Respondent is liable for and shall pay to Claimant accrued interest under the Hybrid Representative Agreement in the amount of \$240.59.
6. Respondent is liable for and shall pay to Claimant the sum of \$4,281.40 in attorneys' fees pursuant to the terms of the Promissory Note and Hybrid Representative Agreement.
7. Respondent is liable for and shall pay to Claimant the sum of \$1,000.00 to reimburse Claimant for the non-refundable portion of the filing fee previously paid to FINRA Dispute Resolution Services.
8. Respondent is liable for and shall pay to Claimant \$300.00 to reimburse Claimant for the paper decision fee previously paid to FINRA Dispute Resolution Services.
9. Any and all claims for relief not specifically addressed herein are denied.

### **FEES**

Pursuant to the Code of Arbitration Procedure ("Code"), the following fees are assessed:

#### **Filing Fees**

FINRA Dispute Resolution Services assessed a filing fee\* for each claim:

Initial Claim Filing Fee	=\$ 1,750.00
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*\*The filing fee is made up of a non-refundable and a refundable portion.*

#### **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 event giving rise to the dispute. Accordingly, as a party, Respondent LPL Financial LLC is assessed the following:

Member Surcharge	=\$ 1,100.00
Member Process Fee	=\$ 2,250.00

#### **Late Pre-Hearing Cancellation Fees**

Fees apply when a pre-hearing conference is cancelled within three business days of the scheduled conference:

January 25, 2021, cancellation requested by Claimant.	=\$ 100.00
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Total Late Pre-Hearing Cancellation Fees	=\$ 100.00
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The Arbitrator has assessed \$100.00 of the late pre-hearing cancellation fees to Claimant.

#### **Hearing Session Fees and Assessments**

Claimant has paid to FINRA Dispute Resolution Services the \$300.00 Paper Decision Fee.

**ARBITRATOR**

B. John Dill

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Sole Public Arbitrator

I, the undersigned Arbitrator, do hereby affirm that I am the individual described herein and who executed this instrument, which is my award.

**Arbitrator's Signature**

***B. John Dill***

B. John Dill  
Sole Public Arbitrator

**03/03/2021**

Signature Date

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March 04, 2021

Date of Service (For FINRA Dispute Resolution Services use only)