

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

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In the Matter of the Arbitration Between:

Claimant  
LPL Financial LLC

Case Number: 21-01136

vs.

Respondent  
Atif Iqbal Mughal

Hearing Site: Dallas, Texas

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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

This matter proceeded pursuant to Rule 13800 of the Code of Arbitration Procedure (“Code”).

**REPRESENTATION OF PARTIES**

For Claimant LPL Financial LLC (“Claimant”): John W. Joyce, Esq., Barrasso Usdin Kupperman Freeman & Sarver, L.L.C., New Orleans, Louisiana.

Respondent Atif Iqbal Mughal (“Respondent”) appeared pro se.

**CASE INFORMATION**

Statement of Claim filed on or about: April 30, 2021.  
Claimant signed the Submission Agreement: April 29, 2021.

Statement of Answer filed on or about: May 9, 2021.  
Respondent did not sign the Submission Agreement.

**CASE SUMMARY**

In the Statement of Claim, Claimant asserted the following causes of action: breach of hybrid representative agreement; breach of promissory note; and breach of term commitment note. The causes of action related to Claimant’s allegation that Respondent voluntarily entered into a Hybrid Representative Agreement on or about September 14, 2018, a Promissory Note (“Note 1”) on or about September 17, 2018, and a Term Commitment Note (“Note 2”) on or about September 21, 2018. Claimant asserted that Respondent voluntarily resigned from Claimant’s employ on January 8, 2019 and, pursuant to the terms of the Hybrid Representative Agreement and Notes 1 and 2, the amounts owed became due and payable.

In the Statement of Answer, Respondent did not challenge any of the allegations made in the Statement of Claim and indicated he is willing to pay the amount owed.

### **RELIEF REQUESTED**

In the Statement of Claim, Claimant requested that an award be entered in its favor against Respondent for the following:

- (A) \$3,719.94 for the principal balance due and owing on the fees under the Hybrid Representative Agreement;
- (B) Interest at the rate of 7% per annum on the fees balance due and owing under the Hybrid Representative Agreement from October 16, 2019 through the date of payment;
- (C) \$17,100.00 for the principal balance due and owing under Note 1;
- (D) Interest at the rate of 10.89% per annum on the balance due and owing under Note 1 from the date of default (January 8, 2019) through the date of payment;
- (E) \$17,900.00 for the principal balance due and owing under Note 2;
- (F) Interest at the rate of 7.72% per annum on the balance due and owing under Note 2 from the date of default (January 8, 2019) through the date of payment;
- (G) The costs of collection and of this proceeding including attorneys' fees and filing costs as agreed to under the terms of Note 1 and Note 2; and
- (H) Any and all further relief that the Arbitrator deems just and proper.

In the Statement of Answer, Respondent did not request any relief.

### **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 and, having answered the claim, is bound by the determination of the Arbitrator on all issues submitted.

### **AWARD**

After considering the pleadings, the Arbitrator has decided and determined 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 \$3,719.94 in compensatory damages pursuant to the terms of the Hybrid Representative Agreement.
2. Respondent is liable for and shall pay to Claimant pre-judgment interest on the above-stated sum at the prime rate plus 2% (equal to 7% per annum) from October 16, 2019 through and including the date of this Award.
3. Respondent is liable for and shall pay to Claimant the sum of \$17,100.00 in compensatory damages pursuant to the terms of Note 1.

4. Respondent is liable for and shall pay to Claimant pre-judgment interest on the above-stated sum at the minimum federal rate per annum plus a rate no greater than 8% (equal to 10.89% per annum) from January 8, 2019 through and including the date of entry of this Award.
5. Respondent is liable for and shall pay to Claimant the sum of \$17,900.00 in compensatory damages pursuant to the terms of Note 2.
6. Respondent is liable for and shall pay to Claimant pre-judgment interest on the above-stated sum at the minimum federal rate plus a rate of no greater than 5% (equal to 7.72% per annum) from January 8, 2019 through and including the date of entry of this Award.
7. Respondent is liable for and shall pay to Claimant post-judgment interest on all amounts awarded at the rate of 5% per annum from the first date after the entry of this Award, compounded annually on January 1 of each year, until the Award is paid in full.
8. Respondent is liable for and shall pay to Claimant the sum of \$5,571.30 in attorneys' fees pursuant to the terms of the Hybrid Representative Agreement, Note 1, Note 2, and Cal. Civ Code § 1717.
9. FINRA Dispute Resolution Services shall retain the \$1,450.00 filing fee that Claimant deposited previously.
10. Respondent is liable for and shall pay to Claimant \$1,450.00 to reimburse Claimant for the filing fee previously paid to FINRA Dispute Resolution Services.
11. Any and all claims for relief not specifically addressed herein, including any requests for punitive damages and treble damages, are denied.

### **FEES**

Pursuant to the Code, Claimant has paid to FINRA Dispute Resolution Services the \$750.00 Member Surcharge and \$1,750.00 Member Process Fee previously invoiced.

All balances are payable to FINRA Dispute Resolution Services and are due upon receipt.

**ARBITRATOR**

Douglas Wade Carvell

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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**

***Douglas Wade Carvell***

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Douglas Wade Carvell  
Sole Public Arbitrator

**10/26/2021**

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

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.

October 26, 2021

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