

**AWARD**  
**FINRA DISPUTE RESOLUTION**

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CASE: 14-03322

Merrill Lynch Pierce Fenner & Smith, Inc. ("Claimant") vs. Phillip Wayne Conley ("Respondent")

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**REPRESENTATION OF PARTIES:**

For Claimant: Monica M. Littman, Esq., Rubin, Fortunato & Harbison, PC, Paoli, Pennsylvania.

Respondent did not appear.

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**NATURE OF DISPUTE:** Member vs. Associated Person

**DATE FILED:** October 31, 2014

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**CASE SUMMARY:** Claimant asserted the following causes of action: breach of promissory note and unjust enrichment. Claimant alleged that when Respondent began his employment, he received a loan by executing a promissory note (the "Note"). Claimant alleged that Respondent voluntarily resigned on May 8, 2014, and a letter was sent to Respondent demanding that he repay the outstanding balance due on the Note, which he has failed and refused to repay to date.

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**RELIEF REQUESTED:** In the Statement of Claim, Claimant requested:

Compensatory Damages:	\$699,763.40
Interest:	Unspecified
Attorneys' Fees:	Unspecified
Costs:	Unspecified
Other:	Unspecified

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**AWARD:** The undersigned arbitrator (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 \$699,763.40 in compensatory damages; 2) Respondent is liable for and shall pay to Claimant interest on the above-stated sum at the rate of 1.5% per annum from and including May 8, 2014, through and including the date this Award is paid in full; 3) Respondent is liable for and shall pay to Claimant \$8,343.40 in attorneys' fees pursuant to the terms of the Note; 4) Respondent is liable for and shall pay to Claimant \$106.48 in costs as reimbursement for the process server; 5) Respondent is liable for and shall pay to Claimant \$1,250.00 in costs as reimbursement for the non-refundable portion of the filing fee; and 6) All other relief requests are denied.

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**FEES:** Claimant has paid to FINRA Dispute Resolution the \$2,250.00 Member Surcharge and the \$750.00 Prehearing Process Fee previously invoiced.

FINRA Dispute Resolution shall retain the \$1,250.00 non-refundable portion of the filing fee that the Claimant deposited previously.

The Arbitrator has assessed the paper decision fee in the sum of \$300.00 to Phillip Wayne Conley.

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OTHER ISSUES: Respondent did not file a Statement of Answer. Accordingly, this matter proceeded pursuant to Rule 13806 of the Code of Arbitration Procedure. Claimant's counsel provided documentation that Respondent was personally served with the Statement of Claim on February 27, 2015, by a process server. The Arbitrator determined that Respondent was served with the Notification of Arbitration by certified mail, as evidenced by the signed signature card on file. Therefore, based on the information cited above, the Arbitrator determined that Respondent is bound by his ruling and determination.

The Arbitrator set a deadline of May 15, 2015, for Claimant to submit authority to award attorneys' fees. On or about May 14, 2015, Claimant filed a Response to the Arbitrator's request for authority to award attorneys' fees.

The Arbitrator acknowledges that he has read the pleadings and other materials filed by the parties.

**ARBITRATOR**

G. Daniel Carney

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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**

/s/ G. Daniel Carney

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G. Daniel Carney  
Sole Public Arbitrator

June 1, 2015

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Signature Date

June 1, 2015

\_\_\_\_\_  
Date of Service (For FINRA-DR office use only)

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**ARBITRATOR**

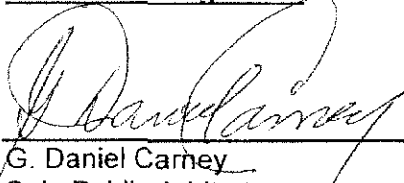
G. Daniel Carney

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Sole Public Arbitrator

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**Arbitrator's Signature**



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G. Daniel Carney  
Sole Public Arbitrator

06/01/2015  
Signature Date

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Date of Service (For FINRA-DR office use only)