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ARBITRATION  
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AMERICAN ARBITRATION ASSOCIATION

In the Matter of the Arbitration between

Case Number: 01-16-0005-1270

Burnette Benson ("Claimant")

-vs-

UniRush, LLC and MetaBank ("Respondents")

AWARD OF ARBITRATOR

I, Lawrence W Kern, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into by the above-named parties, and having been duly sworn, and oral hearings having been waived in accordance with the AAA Consumer Arbitration Rules, and having fully reviewed and considered the written documents submitted to me by the parties, with Claimant represented by A. Blake Thomas, Esq. of Consumer Fraud Legal Services, LLC, and with Respondent represented by Elizabeth Shaffer of Dinsmore & Shohl, LLP, do hereby, AWARD, as follows:

I find that the Respondents UniRush, LLC and MetaBank have satisfied their burden of proof that Claimant Burnette Benson, the owner of the account in question, authorized the transactions and/or benefitted from them at issue. Thus, the Claimant is not entitled to recovery on her claim that the transactions were improperly not treated by Respondents as an "unauthorized" Electronic Funds Transfer Act (EFTA) 15 U.S.C. Section 1693 a (m).

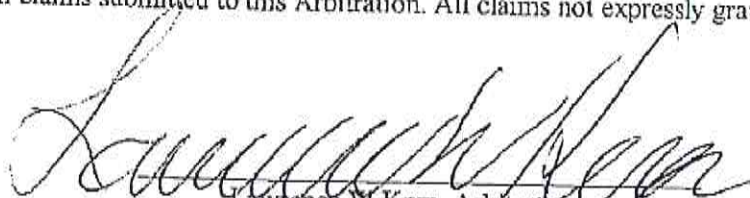
The Arbitrator also finds that the Respondents failed to timely and properly respond to Claimant's request for all investigative documents 12 CFR, Section 205, 11, (a) (1) (d) and thus are liable to the Claimant under 15 U.S.C. Section 1693 m.

Therefore, I award Claimant Five Hundred Dollars (\$500.00) in penalties under 15 U.S.C. Section 1693 m (a) (2) (A); and attorney fees and costs of Three Thousand Nine Hundred Thirty Seven and 50/100 Dollars (\$3,937.50) (11.25 hours @ \$350/hour) to be paid jointly and severally.

The administrative fees of the AAA totaling One Thousand Nine Hundred Dollars (\$1,900.00) originally paid solely by Respondents, and the compensation of the arbitrator totaling Seven Hundred Dollars (\$750.00), originally paid solely by Respondents, shall be borne as incurred.

This Award is in full settlement of all claims submitted to this Arbitration. All claims not expressly granted herein are hereby denied.

5/4/17  
Date

  
Lawrence W Kern, Arbitrator