



AMERICAN
ARBITRATION
ASSOCIATION

INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION

AMERICAN ARBITRATION ASSOCIATION

In the Matter of the Arbitration between

Case Number: 01-16-0001-1600

Jamal Colburn

-vs-

UniRush, LLC and MetaBank

AWARD OF ARBITRATOR

I, Edward Blumstein, 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 Rules, and having fully reviewed and considered the written documents submitted to me, do hereby, AWARD, as follows:

Findings of Fact and Decision:

Both parties rightfully point to the other for failure to follow the letter of the law and each ask for relief.

However, each party followed the spirit of the law; the claimant giving notice of his complaint, although not in STRICT compliance with his agreement with the respondents; and the respondents in returning to the claimant \$609.85 (which claimant accepted and spent). The respondents did not follow the requirement in providing documents requested by the claimant and ignoring claimant's right to have counsel answer in his behalf.

Accordingly, I find the respondents owe the claimant zero dollars (\$0.00) for the principle claim of \$609.85, but owes \$500 under Regulation E for their failure to follow proper procedures, along with reimbursement of claimant's counsel fees of \$4,200.

Costs are apportioned 50/50 jointly and severally.

The administrative fees of the American Arbitration Association (AAA) totaling \$1,900.00 shall be borne as incurred, and the compensation of the arbitrator totaling \$750.00 shall be borne as incurred.

The above sums are to be paid on or before 30 days from the date of this Award.

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

11/22/16

Edward Blumstein
Arbitrator