



Case Number: 01-16-0000-3684

Kellcie Salazar and Michael Salazar

-vs-

NetSpend and MetaBank

AWARD

I, Gary W. Javore, the undersigned arbitrator, having been designated in accordance with the arbitration agreement entered into by the parties, and having been sworn, and oral hearings having been waived in accordance with the rules, and having duly fully reviewed and considered the written documents submitted to me, find that Claimants are the prevailing party and hereby AWARD, AS FOLLOWS:

1. Respondents, NetSpend and MetaBank are liable to Claimants and shall pay to Claimants, Kellcie Salazar and Michael Salazar, the sum of \$500.00¹.
2. The administrative fees of the American Arbitration Association ("the AAA") totaling \$1,700.00 and the compensation of the arbitrator totaling \$750.00 shall be borne as incurred.
3. The above sum is to be paid on or before the thirty days from the date of this award.
4. This award disposes of all claims submitted to this arbitration. All relief not expressly granted herein is hereby denied. This Award is final and binding and is intended to be enforceable in any Court of competent jurisdiction.

SIGNED this 8th day of August, 2016.

GARY W. JAVORE, Arbitrator

¹ Claimants qualified for the NetSpend promotional program by which they were to receive an incentive of \$20 each for Ms. Salazar referring her husband to obtain a debit card once he loaded it with \$40.00. NetSpend and MetaBank wrongfully failed to provide the credit as promised. On August 28, 2015, counsel for Claimants sent a demand letter to NetSpend advising it of the wrongful conduct. The letter did not include any request for relief other than the \$40.00 promised to the Claimants. It does not appear that the letter was sent by certified mail return receipt requested but there is evidence it was emailed to the bank. On September 11, 2015 \$20.00 was credited to each of Claimants' accounts and the bank offered a cash settlement of \$300.00. On that same date, counsel for Claimants responded with a demand of \$1,500.00. There was no evidence offered to justify this expense and no reference to attorney's fees incurred as of that date. The bank offered \$500.00, after which this arbitration was initiated. I find that the \$500 offered was reasonable and was adequate to address attorney's fees as well as \$.10 in prejudgment interest that accrued between August 23, 2015 and September 11, 2016.