AMERICAN ARBITRATION ASSOCIATION

TARIQUE STANLEY,)
Claimant,)
V.)
UNIRUSH, LLC, and)
METABANK,)
Respondents.)

AAA Case No.: 01-18-0003-3280

AWARD OF ARBITRATOR

I, Robert L. Cowles, 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 the parties having agreed to waive oral hearings in accordance with the Consumer Arbitration Rules of the American Arbitration Association (AAA), and having fully reviewed and considered the written documents submitted to me by counsel for the parties, with Claimant represented by A. Blake Thomas, Esq. of Consumer Fraud Legal Services, LLC, and with Respondents represented by Elizabeth M. Shaffer of Dinsmore & Shohl, LLP, do hereby AWARD as follows:

This matter arises out of a contract between Claimant, Tarique Stanley, and Respondents, UniRush, LLC and MetaBank, under which Claimant had a prepaid debit card issued by Respondents.

Claimant brings the following claims against Respondents:

- 1. Breach of Contract
- 2. Violation of the Florida Deceptive and Unfair Trade Practices Act

Respondents, UniRush, LLC and MetaBank, assert a Counterclaim for Respondents' attorney fees and reallocation of arbitration costs to Claimant.

1. Breach of Contract

I find that Respondents breached their contract with Claimant when they failed to credit Claimant for the unauthorized charges, failed to provide Claimant with a written explanation, and failed to provide Claimant the investigative documents upon request.

2. <u>Violation of the Florida Deceptive and Unfair Trade Practices Act</u>

For the same reasons that Respondents were in breach of contract, I find that Respondents engaged in deceptive and unconscionable acts or practices in violation of the Florida Deceptive and Unfair Trade Practices Act (FDUTPA). Respondents allege that Claimant's arbitration demand is frivolous and is brought in bad faith and for purposes of harassment. Based on the evidence submitted, I find that it is not. Respondents failed to timely provide copies of Claimant's Card EFT report to Claimant's counsel, as requested before Claimant filed the Opening Brief.

IT IS ORDERED:

- 1. Claimant, TARIQUE STANLEY, is hereby awarded damages in the amount of \$2,953.54.
- 2. Claimant's, TARIQUE STANLEY, attorney fees are hereby awarded in the amount of \$3,000.00 pursuant to both the Cardholder agreement as well as Fla.Stat. 501.211 of the FDUTPA.
- 3. Respondents', UNIRUSH, LLC and METABANK, claims presented herein are DENIED.
- 4. All damages and fees awarded to Claimant shall be borne by Respondents and paid within thirty (30) days.
- 5. The administrative fees of the AAA totaling \$1,000.00, and the compensation of the arbitrator totaling \$750.00, shall be borne as incurred.

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

November 26, 2019

Robert L. Cowles

Date

Robert L. Cowles, Arbitrator