



## AMERICAN ARBITRATION ASSOCIATION

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In the Matter of the Arbitration between

Case Number: 01-23-0001-6473

██████████ Peck

-vs-

Green Dot Bank

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### FINAL AWARD OF ARBITRATOR

I, Angela Newell Gray, 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 having duly heard the proofs and allegations of the Parties, and having previously rendered an Interim Award dated November 17, 2023, which is confirmed, adopted, and incorporated as if fully set forth herein, do hereby issue this FINAL AWARD as follows:

The Claimant, who is a sixty-three (63) year-old resident of Greensboro, NC, has a Green Dot Account which is issued by the Respondent. In January, 2023, the Claimant discovered unauthorized transactions on the Account totaling \$1,908.29. Thereafter, he contacted Green Dot and informed them of these unauthorized transactions. While the parties disagree as to the timeliness and merits of Respondent's investigation into the Claimant's complaints, it is undisputed that the Respondent ultimately determined that his account activity and the characteristics of the disputed transactions demonstrated that the transactions were in fact authorized.

The Claimant argues that the Respondent violated the EFTA by holding Claimant responsible for the unauthorized transactions, by failing to comply with its procedural requirements, including failure to appropriately respond to Claimant's Notices of Errors, investigate Claimant's Notices of Errors within ten (10) business days, conduct a good faith and proper investigation of each fraudulent charge, and by failing to provide an appropriate explanation of its findings to Claimant.

"In any action which involves a consumer's liability for an unauthorized electronic fund transfer, the burden of proof is upon the financial institution to show that the electronic fund transfer was authorized[.]" 15 U.S.C. § 1693g(b). Upon review of the record, including the case law supporting the facts, it is determined that the Respondent has not met its burden of proof regarding the Claimant's claims. Therefore, the Claimant is awarded actual damages of \$1,908.29 and treble damages totaling \$5,724.87, since the Respondent did not make a good faith investigation of the alleged error, or did not have a reasonable basis for believing that the consumer's account was not in error. Further, statutory damages of \$1,000.00 are awarded.

Pursuant to 15 U.S.C. § 1640(a)(3), Counsel for Claimant is awarded \$13,845.00, based upon an hourly rate of \$450.00, and including paralegal fees, as reasonable attorney's fees for time spent in this case.

The administrative fees of the American Arbitration Association totaling \$2,000.00 shall be borne as incurred, and the compensation of the arbitrator totaling \$2,250.00 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.

December 12, 2023

Date

*Angela Gray*

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Angela Newell Gray, Arbitrator



## AMERICAN ARBITRATION ASSOCIATION

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In the Matter of the Arbitration between

Case Number: 01-23-0001-6473

██████████ Peck

-vs-

Green Dot Bank

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### INTERIM AWARD OF ARBITRATOR

I, Angela Newell Gray, the UNDERSIGNED ARBITRATOR, having been designated in accordance with the Submission to Arbitrate entered into by the above-named parties dated April 10, 2023, and having been sworn and having heard the proofs and allegations of the parties, each represented by counsel, do hereby issue this INTERIM AWARD as follows:

The Claimant, who is a sixty-three (63) year-old resident of Greensboro, NC, has a Green Dot Account which is issued by the Respondent. In January, 2023, the Claimant discovered unauthorized transactions on the Account totaling \$1,908.29. Thereafter, he contacted Green Dot and informed them of these unauthorized transactions. While the parties disagree as to the timeliness and merits of Respondent's investigation into the Claimant's complaints, it is undisputed that the Respondent ultimately determined that his account activity and the characteristics of the disputed transactions demonstrated that the transactions were in fact authorized.

The Claimant argues that the Respondent violated the EFTA by holding Claimant responsible for the unauthorized transactions, by failing to comply with its procedural requirements, including failure to appropriately respond to Claimant's Notices of Errors, investigate Claimant's Notices of Errors within ten (10) business days, conduct a good faith and proper investigation of each fraudulent charge, and by failing to provide an appropriate explanation of its findings to Claimant.

"In any action which involves a consumer's liability for an unauthorized electronic fund transfer, the burden of proof is upon the financial institution to show that the electronic fund transfer was authorized[.]" 15 U.S.C. § 1693g(b). Upon review of the record, including the case law supporting the facts, it is determined that the Respondent has not met its burden of proof regarding the Claimant's claims. Therefore, the Claimant is awarded actual damages of \$1,908.29 and treble damages totaling \$5,724.87, since the Respondent did not make a good faith investigation of the alleged error, or did not have a reasonable basis for believing that the consumer's account was not in error. Further, statutory damages of \$1,000.00 are awarded.

This Interim Award is in full settlement of the merits of all claims submitted to this Arbitration, except for the determination of reasonable attorney fees and costs in favor of CLAIMANT as set forth above. The Arbitrator retains jurisdiction to address CLAIMANT'S claims for reasonable attorney fees and costs. CLAIMANT shall submit his accounting of such reasonable attorney fees and costs and any supporting documents related thereto to the Arbitrator within seven (7) business days<sup>1</sup> of the date of this Interim Award. RESPONDENT shall submit any responsive statement and supporting documents within seven (7) business days of the CLAIMANT'S submission. Upon and after such submissions, the matter shall be deemed submitted to the Arbitrator for determination in a

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<sup>1</sup> This timeline does not include Wednesday and Thursday, November 22 and 23, 2023 because of the Thanksgiving holiday.

Final Award.

This Interim Award shall remain in full force and effect until the Arbitrator renders a Final Award. All claims not expressly granted herein are hereby denied.

November 17, 2023

Date

*Angela Gray*

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Angela Newell Gray, Arbitrator