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AMERICAN ARBITRATION ASSOCIATION

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In the Matter of the Arbitration between

Case Number: 01-17-0005-8110

Tempestt DuBose

-vs-

UniRush, LLC and MetaBank

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**AWARD OF ARBITRATOR**

I, Alfred L Price, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into by the above-named parties, each of the parties represented by counsel, 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 by the parties, including the Demand for Arbitration, Claimant's Opening Brief, the Respondents' Response Brief, and Claimant's Reply Brief as well as all exhibits attached hereto, do hereby, FIND, as follows:

The Claimant, Tempestt DuBose, in her Demand for Arbitration, asserts claims (I-IV) for: breach of contract, state unfair deceptive practices act violation, negligence, and violation of the Electronic Funds Transfer Act. The Arbitrator finds that the Respondents did not breach its contract with the Claimant because the claimant had access to her funds and suffered no damages. The Arbitrator finds that the Respondents did not violate the Delaware Unfair and Deceptive Practices Act because the Claimant failed to show that she did not have full access to her funds between August 30, 2017 and September 2, 2017. Therefore, no misrepresentation of the relationship between the parties occurred. Further, the Arbitrator finds that the Respondents were not negligent because the Claimant had access to her funds, transferred her funds, and withdrew her funds held by Respondents on September 1, 2017.

Electronic Funds Transfer Act

A. Unauthorized Transfers

The Arbitrator finds that the Respondents, UniRush, LLC and MetaBank, did not fail to make an electronic funds transfer in accordance with the terms and conditions of the Claimant's account with Respondents in either the correct amount or in a timely manner when instructed to do so by the Claimant because the Claimant accessed, and transferred her funds from Goal account three (3) times and withdrew funds with her Rush Card (3) times on September 1, 2017 for a total of six (6) transactions.

B. Notice of Error

The Arbitrator finds, in keeping with the spirit of the law, that the Claimant provided notice to Respondents on August 30, 2017 of an error with her account by phone. The Claimant admitted that Respondents reported to her that there was "a system problem and that it should be resolved soon." As per the regulations under the Electronic Funds Transfer Act (EFTA), the Respondents failed to provide written notice to the claimant within the statutory time period. 12 C. F. R.. 205.11 (d)(1).

The Arbitrator finds that the Claimant's demand for damages, reimbursement of attorney's fees for state law claims, and costs must be DENIED because the Claimant failed to present proof of damages under her state law claims.

Accordingly, given the facts of this case, the Arbitrator hereby AWARD the Claimant statutory damages in the amount of One Hundred Dollars and No Cents (\$100.00) and reasonable attorney's fees and costs in the amount of Four Hundred Fifty Dollars and No Cents (\$450.00).

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

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

4/09/2018

Date

  
Alfred L Price, Arbitrator