

**AMERICAN ARBITRATION ASSOCIATION**

In the Matter of the Arbitration between

Case Number: 01-15-0005-7554

Melissa Love-Sawyer

-vs-

USAA Federal Savings Bank

**AWARD OF ARBITRATOR**

I, John H Bitner, 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 by both parties, do hereby, AWARD, as follows:

I find that Respondent USAA Federal Savings Bank has satisfied its burden of proof that Claimant Melissa Love-Sawyer or a joint owner of the account in question authorized the transactions at issue, and thus that Claimant is not entitled to recovery on her claim that the transactions were improperly not treated by Respondent as an “unauthorized electronic fund transfer” under the Electronic Fund Transfer Act (see 15 U.S.C. § 1693a(m)). I also find that Respondent failed to timely and properly respond to Claimant’s request for all investigative documents under 12 CFR § 205.11(a)(1)(d), and thus is liable to Claimant under 15 U.S.C. § 1693m.

I therefore award Claimant \$1,000 in penalties under 15 U.S.C. § 1693m(a)(2)(A) and \$4,500 in attorney’s fees under 15 U.S.C. § 1693m(a)(3), to be paid by Respondent.

The administrative fees of the American Arbitration Association (AAA) totaling \$1,700 shall be borne as incurred, and the compensation of the arbitrator totaling \$750 shall be borne as incurred.

The above sums are to be paid on or before 10 calendar days from the date of this Award. Any sums not paid by that date shall accrue post-Award interest at the rate of 6% per annum until paid.

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

June 1, 2016

Date



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John H Bitner, Arbitrator