

AMERICAN ARBITRATION ASSOCIATION
Commercial Arbitration Tribunal

In the Matter of the Arbitration between:

Case Number: 01-14-0000-7185

Princess Sieh (“Claimant”)

-vs-

The Huntington National Bank (“Respondent”)

AWARD OF ARBITRATOR

I, Gary W. Gottschlich, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into by the above-named parties, Claimant represented by A. Blake Thomas; Respondent represented by Stephanie Champ Klimack and Larissa D. Osborn, 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, do hereby, FIND, as follows:

Upon a thorough review of the pleadings, Claimant’s Opening Brief, Respondent’s Opening Brief, and the Reply Briefs of Claimant and Respondent, an examination of all of the Exhibits attached to the Complaint and the Briefs, including the Affidavits and the Deposition of Claimant, I find from the evidence that \$5,851.04 was withdrawn from Claimant’s checking account at Huntington National Bank. I cannot find from all of the evidence, even under the relaxed and flexible rules applicable to arbitrations, that Claimant was a participant in the scheme that resulted in the deposit of the counterfeit check or the withdrawals.

In evaluating the evidence, I am constrained by the applicable burden of proof, placed on Respondent, The Huntington Bank, and can conclude only that a person or persons with access to Claimant’s user name and password, PIN, and cell phone number withdrew the funds. I do not find proof that Claimant was involved.

In weighing the evidence, I am mindful that a video deposition without the physical presence of counsel was taken and that Claimant appeared candid, credible, and truthful. Significantly, although Affidavits were provided, one was not – the person who took the initial Complaint and interviewed Claimant. Further, the article from The Guardian reporting 2012 fraud schemes may provide a good faith basis for investigation, but it falls short of a basis for a Decision.

Accordingly, I AWARD as follows:

Claimant is the prevailing party in this matter.

AND

Respondent shall pay to Claimant the sum of Five Thousand Eight Hundred Fifty One Dollars and Four Cents (\$5,851.04) for actual damages sustained, plus One Dollar (\$1.00) for failing to comply with the Electronic Funds Transfer Act.

Respondent shall pay attorney fees to Claimant in the amount of THREE THOUSAND DOLLARS (\$3,000.00).

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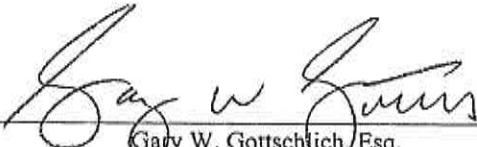
AWARD OF ARBITRATOR CONTINUED

The above sums are to be paid on or before thirty days from the date of this Award.

The administrative fees of the American Arbitration Association totaling \$1,700.00 shall be borne as incurred and the compensation of the arbitrator totaling \$1,500.00 shall be borne as incurred.

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

12/29/2014
Date



Gary W. Gottschlich, Esq.