



AMERICAN ARBITRATION ASSOCIATION

In the Matter of the Arbitration between:

Case Number: 01-16-0003-1816

Maryam Soleymani (“Claimant”)

-vs-

SunTrust Bank (“Respondent”)

AWARD OF ARBITRATOR

I, Gregory Beckwith, 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 AAA Consumer Rules, and having fully reviewed and considered the written documents submitted to include the Demand for Arbitration, the Claimant’s Opening Brief, the Respondent’s Brief in Opposition to Claimant’s Arbitration Claims and Demand for Reimbursement of Attorney’s Fees and Costs, Claimant’s Reply Brief and Respondent’s Surreply Brief and Opposition to Claimant’s Reply Brief and all exhibits attached thereto, do hereby, FIND, as follows:

The Claimant, Maryam Soleymani, in her Demand for Arbitration, asserts in Claim I that the Respondent, SunTrust Bank, failed to compensate the Claimant for unauthorized electronic funds transfers in the amount of \$403.78. In Claim II of the Claimant’s Demand for Arbitration, the Claimant alleges that the Respondent failed to timely respond to her counsel’s request for investigative documents pursuant 12 C.F.R 205.11(d)(1). The Claimant seeks reimbursement of attorney’s fees and costs. The Respondent, in turn, seeks attorney’s fees pursuant to 15 U.S.C. § 1693m(f) asserting that the arbitration was brought in bad faith and for the purposes of harassment.

I. Claim I – Unauthorized Transfers

The Arbitrator finds that the Respondent, SunTrust Bank, did not violate Regulation E by failing to reimburse the Claimant, Maryam Soleymani, for unauthorized electronic funds transfers. It has become apparent that the Claimant has abandoned her claim for the originally alleged unauthorized transactions in dispute. See Claimant’s Reply Brief where Claimant states:

“Regardless of whether or not the transactions originally in dispute are now determined to be authorized however, Respondent’s subsequent repeated improper handling of Claimant’s dispute has made the underlying facts of the case now irrelevant.”

As such, all matters relating to Claim I of Claimant’s Demand for Arbitration are hereby DENIED.

II. Claim II – Failure to Provide Investigative Documents

The Arbitrator finds that Claimant’s counsel sent a demand letter by certified mail on June 6, 2016 requesting all documents relied upon in the investigation and any denial letter sent to the Claimant. The Arbitrator finds that Claimant’s counsel’s demand letter was sent to SunTrust Bank, Attention: Fraud Assistance Center, PO Box 4418, Mail Code GA-MT-0413, Atlanta, Georgia, 20302.

The Arbitrator finds that SunTrust Bank has published a Reg. E Error Resolution Notice with this same address for inquiries regarding errors or questions about Electronic Funds Transfers to their cardholders. The Arbitrator finds that although SunTrust's rules and regulations for deposit accounts lists an address of the Fraud Assistance Center Orlando, Mail Code: FL-Orlando-9118, SunTrust Bank, PO Box 607039, Orlando, Florida 32860-7039 and the fact that this address is also the address used by SunTrust Bank in its denial of claim letters to the Claimant, it is not the exclusive address that may be used by a bank cardholder. If SunTrust provides two (2) alternative addresses for resolution of disputes, a cardholder may rely on either of those two (2) addresses.

Moreover, the Affidavit of Crystal Cushionberry, on behalf of SunTrust Bank, indicating that SunTrust has no record that it ever received any subsequent request for documentation from Soleymani or her counsel and that SunTrust maintains policies and procedures whereby such correspondence, if received, would be electronically stored in a file associated with the case number related to Ms. Soleymani's claim, this does not negate actual receipt of such correspondence. It only negates any recordation of said receipt by SunTrust Bank.

The Arbitrator finds that pursuant to 12 C.F.R. § 205.11(d)(1), SunTrust did report the results of its investigation that no error occurred and that this notice was sufficient. The Arbitrator further finds that SunTrust informed the Claimant of her right to request the documents relied upon in making its determination. However, the Arbitrator finds that SunTrust did not fulfill its statutory obligation to promptly provide copies of the documents upon Claimant's counsel's written request. See 12 C.F.R. § 205.11(d)(1).

The Arbitrator further finds that the request from Soleymani's counsel for investigative documents did not constitute a "reassertion of error" pursuant to 12 C.F.R. § 205.11(e).

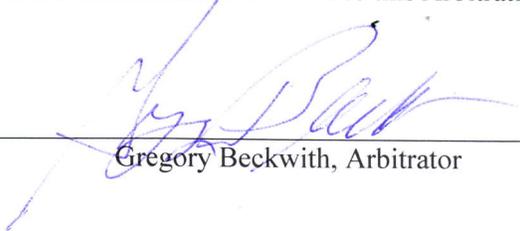
Lastly, the Arbitrator finds that SunTrust's demand for reimbursement of attorney's fees and costs must be DENIED as SunTrust failed to show that Soleymani filed this action in bad faith or for the purposes of harassment.

Accordingly, the Arbitrator hereby AWARDS the Claimant statutory damages in the amount of Five Hundred Dollars and No Cents (\$500.00) and attorney's fees and costs in the amount of Four Thousand Seven Hundred Twenty-Five Dollars and No Cents (\$4,725.00).

The administrative fees of the American Arbitration Association originally paid by the Claimant in the amount of Two Hundred Dollars and No Cents (\$200.00), and by the Respondent in the amount of One Thousand Seven Hundred Dollars and No Cents (\$1,700.00), and the compensation of the Arbitrator totaling Seven Hundred and Fifty Dollars and No Cents (\$750.00) 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.

1/23/17
Date



Gregory Beckwith, Arbitrator