



AMERICAN ARBITRATION ASSOCIATION

In the Matter of the Arbitration between

Case Number: [REDACTED]

[REDACTED] Johnson

Claimant

-vs-

Green Dot Bank

Respondent

INTERIM AWARD OF ARBITRATOR

I, [REDACTED], THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into between the above-named parties, and having been duly sworn, and oral hearings having been expressly waived at the Preliminary Management Conference in accordance with the American Arbitration Association ("AAA") Consumer Rules and, having fully reviewed and considered the written documents submitted to me by the Parties, each represented by counsel, do hereby issue this INTERIM AWARD, as follows:

- (1) The Respondent, Green Dot Bank, breached its Agreement with the Claimant, [REDACTED] Johnson, by denying him, without due cause since at least January 21, 2022, access to funds earlier deposited by his employer in his account in a principal amount of \$1,853.69, and by continuing since then to do so, that date having been a date when Respondent, had it been acting in good faith, should have acknowledged that it had no legitimate reason to continue imposing a hold on access by Claimant to those funds. Respondent, had it acted with even ordinary diligence, should have come to know and acknowledge that no fraud, money laundering or other improper conduct was being engaged in by Claimant with respect to the account and his dealings with Respondent, and that Claimant had by that date provided sufficient identification to enable Respondent to verify his identity; the Respondent's contention to the contrary is frivolous, inasmuch as the presentation of an expired, rather than an unexpired, driver's license by the Claimant had no bearing on the authenticity of the document or upon Claimant's veracity in stating his identity.
- (2) For the same reasons, Respondent likewise violated its duties to Claimant under the Electronic Funds Transfer Act, 15 U.S.C. 1693, and that Act's implementing regulations at 12 C.F.R.
- (3) Accordingly, Respondent must, and is hereby directed to, disgorge the withheld funds instant and in any event within three (3) days of the date hereof and pay them to Claimant together with interest at the annual rate of ten percent (10%) from and since January 21, 2022.
- (4) In addition, Respondent shall pay to Claimant statutory damages in a principal sum of \$2,000.00 under the said Electronic Funds Transfer Act, together with interest thereon at the rate of ten percent (10%) from the date hereof.

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, [REDACTED] Johnson, as set forth above. The Arbitrator retains jurisdiction to address Claimant's claims for reasonable attorney fees and costs. Claimant shall submit their accounting of such reasonable attorney fees and costs and any supporting documents related thereto to the Arbitrator within ten (10) days of the date of this Interim Award. Respondent shall submit any responsive statement and supporting documents within twenty (20) days of this Interim Award. Upon and after such submissions, the matter shall be deemed submitted to the Arbitrator for determination in a final Award.

This Interim Award shall remain in full force and effect until the Arbitrator renders a Final Award.

November 30, 2022

Date

[REDACTED], Arbitrator