

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION**

SPORT & WHEAT CPA PA,
a Florida corporation, individually and
on behalf of a class of similarly situated
businesses and individuals,

Plaintiff,

v.

SERVISFIRST BANK INC.;
SYNOVUS BANK; *et al.*,

Defendants.

Case No. 3:20-cv-5425-TKW-HTC

**PLAINTIFF’S AMENDED NOTICE OF DEPOSITION
OF DEFENDANT SYNOVUS BANK**

Plaintiff Sport & Wheat CPA PA now notices the deposition of Defendant Synovus Bank, under Fed. R. Civ. P. 30(b)(6).

Synovus Bank is directed, under that rule, to make available one or more witness to testify on the topics designated in **Exhibit A**.

This deposition will take place as described below.

This deposition will be taken by stenographic means and video recording, before an officer authorized to administer oaths and will continue until completed.

The deposition will be taken all purposes permitted under the Federal Rules of Civil Procedure.

Date and time	June 18, 2020 9:30 EDT
Location	Butler Wooten & Peak LLP 105 13th Street Columbus, Georgia 31901
Zoom login information	See Exhibit B

Dated: June 16, 2020

/s/ William F. Cash III

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Matthew D. Schultz (Fla. Bar No. 640328)
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CERTIFICATE OF SERVICE

I certify that on June 16, 2020, I served *Plaintiff's Notice Of Deposition Of Defendant Synovus Bank* by e-mail pursuant to the parties' agreement.

/s/ William F. Cash III
William F. Cash III

EXHIBIT A

In accordance with Fed. R. Civ. P. 30(b)(6), Sport & Wheat designates the matters identified below for examination. In construing these topics, the following instructions and definitions shall apply:

1. All terms shall be construed to encompass as broad a range of information as permitted under the FRCP.
2. “Bank” means Synovus Bank.
3. “CARES Act,” “Paycheck Protection Program,” and “PPP Interim Final Rule” have the meanings in the operative complaint.
4. “PPP” means the Paycheck Protection Program as defined in the operative complaint.
5. “Borrower” means any person or entity that applied for a PPP Loan from the Bank, whether or not the Bank issued such loan.
6. “PPP Loan” means all loans that Borrowers applied for with the Bank under the PPP.
7. “PPP Agent” means any person who acted as an agent to assist a Borrower in applying for a loan under the PPP, whether or not the Bank intended or agreed to compensate that person.

The deponent(s) shall be prepared to address the following topics:

- I. The Bank’s implementation of the PPP Loan program, including:
 - A. The facts and circumstances regarding the Bank’s implementation of the PPP Loan program.
 - B. The ownership and corporate structure of the Bank, including its parent and subsidiary corporations, and their respective shareholders, directors, officers and employees.
 - C. The persons at the Bank responsible for setting the Bank’s policies regarding the PPP.
 - D. The policies the Bank adopted as to the PPP, and specifically, those policies relating to the claims and defenses in this action.

- E. The Bank's decision not to pay fees to PPP Agents, including Sport & Wheat.
 - F. The Bank's communications with PPP Agents and requests for information from PPP Agents for PPP Loans.
- II. Sport & Wheat, and specifically:
- A. All communications the Bank had with Sport & Wheat.
 - B. All meetings or communications internal to the Bank that relate to Sport & Wheat's work on PPP Loans.
 - C. Each PPP Loan transaction the Bank engaged in where Sport & Wheat acted as a PPP Agent.
 - D. The extent of the Bank's knowledge of Sport & Wheat's involvement with each PPP Loan where Sport & Wheat was a PPP Agent.
 - E. The value of Sport & Wheat's services to the Bank.
 - F. The time, energy, and money the Bank saved because Sport & Wheat acted as a PPP Agent.
 - G. The identity of each person involved in the decision to deny Sport & Wheat its fees as a PPP Agent.
- III. The design and implementation of the Bank's online portal for Borrowers to apply for PPP Loans with the Bank via the Internet, including:
- A. The identity of the technical persons responsible for the technical designing and implementation of the portal.
 - B. The identity of the non-technical persons who made the decision to have the portal designed so that Borrowers could not designate a PPP Agent when applying for a PPP Loan.
 - C. The Bank's decision not to allow Borrowers to designate a PPP Agent when applying with the Bank for a PPP Loan.

EXHIBIT B

Topic: Synovus FRCP 30 (b)(6) Deposition

Time: June 18, 2020 09:30 Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89450483046?pwd=M0lSamJndXR0ZE0raDBVMElwXmZlZz09>

Meeting ID: 894 5048 3046

Password: 559284

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