EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

FULL COMPLIANCE, LLC, a Florida Limited Liability Company, and ZAMORA & HERNANDEZ, PLLC, a Florida Professional Limited Liability Company, individually and on behalf of similarly situated businesses and individuals,

Plaintiffs,

v.

AMERANT BANK, N.A., BANK OF AMERICA, N.A., BANKUNITED, N.A., CAMBRIDGE TRUST COMPANY, CELTIC BANK CORP. d/b/a CELTIC BANK, CIBC BANK USA, FIRST CITIZENS BANK & TRUST COMPANY, FIRST HORIZON BANK, GROVE BANK & TRUST, INTERAMERICAN BANK, A FSB, J.P. MORGAN CHASE BANK, N.A., LIVE OAK BANKING COMPANY, OCEAN BANK, PARADISE BANK, PROFESSIONAL BANK, REGIONS BANK, TD BANK, N.A., TRUIST BANK, VALLEY NATIONAL BANK, and WELLS FARGO BANK, N.A.,

Defendants.

Case No. _________

CLASS ACTION

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiffs Full Compliance, LLC, a Florida Limited Liability Company, and Zamora & Hernandez, PLLC, a Florida Professional Limited Liability Company (collectively, “Plaintiffs”), bring this Class Action Complaint (“Complaint”) on behalf of themselves and a class of similarly situated agents against Defendants for fees and other compensation due to them as participants in the Federal Paycheck Protection Program (“PPP”). Plaintiffs bring this lawsuit against

Defendants: Amerant Bank, N.A., Bank of America, N.A., Celtic Bank Corporation d/b/a Celtic Bank, First Citizens Bank & Trust Company, TD Bank, N.A., BankUnited, N.A., Cambridge Trust Company, CIBC Bank USA, First Horizon Bank, Grove Bank & Trust, Interamerican Bank, a FSB, J.P. Morgan Chase Bank, N.A., Live Oak Banking Company, Ocean Bank, Paradise Bank, Professional Bank, Truist Bank, Valley National Bank, and Wells Fargo Bank, N.A. (collectively, "Defendants" or the "Lenders"), and allege as follows based upon their knowledge, and upon information and belief, including investigation conducted by their attorneys:

PARTIES

1. Full Compliance, LLC ("Full Compliance") is a Florida Limited Liability Company with a principal place of business located in Coral Gables, Miami-Dade County, Florida, and is authorized to conduct business under the laws of the State. Full Compliance provides its clients with a broad range of accounting, tax, bookkeeping, payroll and consulting services.

2. Zamora & Hernandez, PLLC ("Zamora & Hernandez") is a Florida Professional Limited Liability Company with a principal place of business located in Miami, Miami-Dade County, Florida, and is authorized to conduct business under the laws of the State. Zamora & Hernandez provides its clients with a broad range of tax, accounting, and consulting services for individuals, small businesses, trusts, estates, nonprofit organizations, governmental units and common interest real estate associations.

3. Upon information and belief, Defendant Amerant Bank, N.A. ("Amerant") (formerly known as Commerce Bank) is a federally-chartered banking institution with its headquarters located in Coral Gables, Miami-Dade County, Florida, and is authorized to conduct business under the laws of the State. Upon information and belief, Amerant conducts substantial business within this District.

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4. Upon information and belief, Defendant Bank of America, N.A. ("BofA") is a federally-chartered banking institution with its headquarters located in Charlotte, North Carolina, and is authorized to conduct business under the laws of the State. Upon information and belief, BofA conducts substantial business within this District.

5. Upon information and belief, Defendant BankUnited, N.A. ("BankUnited") is a federally-chartered banking institution with its headquarters located in Miami Lakes, Florida, and is authorized to conduct business under the laws of the State. Upon information and belief, BankUnited conducts substantial business within this District.

6. Upon information and belief, Defendant Cambridge Trust Company ("Cambridge") is a Massachusetts state-chartered banking institution, with its headquarters located in Cambridge, Massachusetts, and is authorized to conduct business under the laws of the State. Upon information and belief, Cambridge conducts substantial business within this District.

7. Upon information and belief, Defendant Celtic Bank Corporation ("Celtic")" is a Utah state-chartered banking institution with its headquarters located in Salt Lake City, Utah, and is authorized to conduct business under the laws of the State. Upon information and belief, Celtic conducts substantial business within this District.

8. Upon information and belief, Defendant CIBC Bank USA ("CIBC") is an Illinois state-chartered banking institution with its headquarters located in Chicago, Illinois, and is authorized to conduct business under the laws of the State. Upon information and belief, CIBC conducts substantial business within this District.

9. Upon information and belief, Defendant First Citizens Bank & Trust Company ("First Citizens") is a North Carolina state-chartered banking institution with its headquarters located in Raleigh, North Carolina, and is authorized to conduct business under the laws of the

State. Upon information and belief, First Citizens conducts substantial business within this District.

10. Upon information and belief, Defendant First Horizon Bank ("First Horizon") is a Tennessee state-chartered banking institution with its headquarters located in in Memphis, Tennessee, and is authorized to conduct business under the laws of the State. Upon information and belief, First Horizon conducts substantial business within this District.

11. Upon information and belief, Defendant Grove Bank & Trust ("Grove Bank") is a Florida state-chartered banking institution with its headquarters located in Miami, Miami-Dade County, Florida, and is authorized to conduct business under the laws of the State. Upon information and belief, Grove Bank conducts substantial business within this District.

12. Upon information and belief, Defendant Interamerican Bank, A FSB ("Interamerican") is a federally-chartered savings banking institution with its headquarters located in Miami, Miami-Dade County, Florida, and is authorized to conduct business under the laws of the State. Upon information and belief, Interamerican conducts substantial business within this District.

13. Upon information and belief, Defendant J.P. Morgan Chase Bank, N.A. ("Chase") is a federally-chartered banking institution with its headquarters located in New York, New York, and is authorized to conduct business under the laws of the State. Upon information and belief, Chase conducts a substantial business within this District.

14. Upon information and belief, Defendant Live Oak Banking Company ("Live Oak") is a North Carolina state-chartered banking institution with its headquarters located in Wilmington, North Carolina, and is authorized to conduct business under the laws of the State. Upon information and belief, Live Oak conducts substantial business within this District.

15. Upon information and belief, Defendant Ocean Bank ("Ocean Bank") is a Florida state-chartered banking institution with its headquarters located in Miami, Miami-Dade County, Florida, and is authorized to conduct business under the laws of the State. Upon information and belief, Ocean Bank conducts substantial business within this District.

16. Upon information and belief, Defendant Paradise Bank ("Paradise") is a Florida state-chartered banking institution with its headquarters located in Boca Raton, Florida, and is authorized to conduct business under the laws of the State. Upon information and belief, Paradise conducts substantial business within this District.

17. Upon information and belief, Defendant Professional Bank ("Professional") is a Florida state-chartered banking institution with its headquarters located in Coral Gables, Miami-Dade County, Florida, and is authorized to conduct business under the laws of the State. Upon information and belief, Professional conducts substantial business within this District.

18. Upon information and belief, Defendant Regions Bank ("Regions") is an Alabama state-chartered banking institution with its headquarters located in Birmingham, Alabama, and is authorized to conduct business under the laws of the State. Upon information and belief, Regions conducts substantial business within this District.

19. Upon information and belief, Defendant TD Bank, N.A. ("TD") is a federally-chartered banking institution with its headquarters located in Cherry Hill, New Jersey, and is authorized to conduct business under the laws of the State. Upon information and belief, TD conducts substantial business within this District.

20. Upon information and belief, Defendant Truist Bank ("Truist") (a combination of BB&T and SunTrust) is a North Carolina state-chartered banking institution with its headquarters

located in Charlotte, North Carolina, and is authorized to conduct business under the laws of the State. Upon information and belief, Truist conducts substantial business within this District.

21. Upon information and belief, Defendant Valley National Bank ("Valley") is a federally-chartered banking institution with its headquarters located in Passaic, New Jersey, and is authorized to conduct business under the laws of the State. Upon information and belief, Valley conducts substantial business within this District.

22. Upon information and belief, Defendant Wells Fargo Bank, N.A. ("Wells Fargo") is a federally-chartered banking institution with its headquarters located in Sioux Falls, South Dakota, and is authorized to conduct business under the laws of the State. Upon information and belief, Wells Fargo conducts substantial business within this District.

23. In this Complaint, when reference is made to any act of any Defendant, such reference shall be deemed to mean that the officers, directors, agents, employees, or representatives of the Defendant named in this lawsuit committed or authorized such acts, or failed or omitted to adequately supervise or properly control or direct their employees while engaged in the management, direction, operation or control of the affairs of the Defendant and did so while acting within the scope of their employment or agency.

JURISDICTION AND VENUE

24. This Court has original jurisdiction over this action under the Class Action Fairness Act, 28 U.S.C. § 1332(d) because this lawsuit is a proposed nationwide class action in which: (1) at least some members of the proposed class ("Class") have different citizenship than Defendant(s); (2) the proposed Class consists of more than 100 persons or entities; and (3) the claims of the Class exceed $5,000,000.00 in the aggregate.

25. This Court has personal jurisdiction over Defendants because Defendants are residents of Florida, do business in this District, and/or a substantial number of the events giving rise to the claims alleged herein took place in Florida.

26. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the alleged claims occurred in this District given that Plaintiffs applied on behalf of their clients for PPP loans, and/or introduced their clients to the Defendants to obtain PPP loans while in this District, and Defendants marketed, promoted, and took applications for, and/or funded, PPP loans in this District.

FACTUAL ALLEGATIONS

Background

27. On January 21, 2020, the Center for Disease Control and Prevention ("CDC") confirmed the first U.S. case of a new coronavirus known as COVID-19.

28. On January 30, 2020, the World Health Organization ("WHO") declared the COVID-19 outbreak to be a "public health emergency of international concern."

29. On March 11, 2020, the WHO declared that the spread of COVID-19 had become a pandemic.

30. On March 13, 2020, President Trump issued the Coronavirus Disease 2019 (COVID-19) Emergency Declaration applicable to the United States that declared that the pandemic was of "sufficient severity and magnitude to warrant an emergency declaration for all states, territories and the District of Columbia."

31. On March 25, 2020[1], in response to the economic damage caused by the COVID-19 crisis, the United States Senate passed the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act" or the "Act"). The CARES Act (P.L. 116-136) was passed by the House of Representatives the following day and signed into law by President Trump on March 27, 2020.

32. The Act, the largest economic stimulus and rescue package in United States history, included $377 billion in federally-funded loans to small businesses and a $500 billion governmental lending program, administered by the United States Department of Treasury ("Treasury") and the Small Business Administration ("SBA"), a United States government agency that provides support to entrepreneurs and small businesses nationwide.

33. As part of the CARES Act, the Federal Government created the $349 billion PPP, providing loans to small- and medium-sized businesses of less than 500 employees. The PPP was created to provide businesses with eight weeks of cash-flow assistance, with a certain percentage forgivable if utilized to retain employees and fund payrolls. The loans are backed by the SBA, administered by Treasury, and funded through private lenders, including banks and financial services firms ("Lenders") such as Defendants. Pursuant to the SBA PPP Interim Final Rule codified at 13 CFR Part 120 (the "SBA PPP Interim Final Rule"), the PPP is a limited funding program as funds are provided on a "first-come, first-served basis." *See* 13 CFR Part 120, p. 13.

34. Congress elected to use the SBA to distribute the PPP funds rather than create a new federal agency with new attendant federal bureaucracy in order to best ensure that borrowers in need would be rapidly connected to federal funds. The velocity by which the PPP money would

[1] Five days later, on March 30, 2020, Florida Governor Ron DeSantis issued a statewide stay-at-home Executive Order to prevent the spread of COVID-19.

find its way into the hands of the borrowers, to which the Agents substantially contributed, was considered to be and remains of paramount importance to save Main Street America.

35. Treasury announced on April 3, 2020, that small- and medium-sized businesses and sole proprietors could apply and receive loans to cover their payroll and other expenses through approved SBA Lenders. Beginning on April 10, 2020, independent contractors and self-employed individuals could apply as well.[2]

36. In its April 15, 2020 PPP Interim Final Rule, the SBA expressly recognized that, "with the COVID-19 emergency, many small businesses nationwide are experiencing economic hardship as a direct result of the Federal, State, and local public health measures that are being taken to minimize the public's exposure to the virus."[3]

37. On April 24, 2020, President Trump signed the Paycheck Protection Program and Health Care Enhancement Act ("PPPEA"). The PPPEA added an additional $310 billion in PPP funding, bringing the total PPP funds available to lend to $659 billion.

38. Treasury's PPP Information Sheet (Lenders) (the "PPP ISL"), consistent with the SBA PPP Interim Final Rule (collectively, the "SBA Regulations"), creates a rapid-lending system with three (3) participants:

a. a Lender who funds the PPP loans backed by the Federal Government;

b. a small- or medium-sized "Main Street" borrower who obtains the PPP loan for the specified purpose (the "Borrower"); and

c. an independent agent of the Borrower (the "Agent"), often a local accountant, business consultant, attorney, employee of the applicant, or payroll service, who

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[2] *See* https://home.treasury.gov/system/files/136/PPP--Fact-Sheet.pdf.
[3] *See* Small Business Administration; Business Loan Program Temporary Changes; Paycheck Protection Program, 85 Fed. Reg. 20,816 (April 15, 2020).

is often closest to the small- and mid-size local businesses, many of whom do not have their own banking relationships, who brings the Borrower to the Lenders and helps shepherd the Borrower through the PPP loan process.

39. It is through the Agent that the PPP ensures the rapid and efficient allocation of a limited pool of dollars under its "first-come, first-served" approach. Without the valuable assistance of their Agents, the Borrowers, many of whom are unsophisticated in the banking and lending arena, would be shut out of obtaining PPP funds, undermining the essence of the PPP as designed by Congress. In fact, the original tranche of PPP funding was exhausted in about two (2) weeks after the program opened.

40. Under the same SBA Regulations, both the Lenders and Agents are paid mandatory fees under the PPP for their respective work.

41. The SBA Regulations define Agent[4] under the PPP to broadly include:

a. "An attorney;

b. <u>An accountant</u>;

c. A consultant;

d. <u>Someone who prepares an applicant's application for financial assistance and is employed and compensated by the applicant</u>;

[4] Separately, the SBA for other purposes similarly defines an Agent in 13 CFR Section 103.1(a) to also include "an authorized representative, including attorney, accountant, consultant, packager, . . . or any other individual or entity representing an [a]pplicant . . . For purposes of SBA's business loan programs, the term Agent includes but is not limited to: . . . (2) Packager: An Agent who prepares the Applicant's application for financial assistance and is employed and compensated by the Applicant . . . (3) Loan Broker: . . . an Agent who . . . assists the Applicant in finding an SBA Lender that will be willing to make a loan . . . ."

e. Someone who assists a lender with originating, disbursing, servicing, liquidating, or litigating SBA loans;

f. A loan broker; or

g. Any other individual or entity representing an applicant by conducting business with the SBA."[5] (Emphasis Added).

42. The Agent, as defined by the SBA, is not the Lender's agent, it is the Borrower's. The SBA Regulations do not require or mandate that an Agent be "approved" by a Lender in writing or otherwise before the Agent assists the Borrower, or that the Agent even be approved by the SBA at all, to entitle the Agent to its Fee for the work performed under the PPP. All that is required is that the Agent fit into one of the broad categories outlined in Paragraph 44 above and do the work in connecting the Borrower to the PPP funds.

43. Without the critical and necessary work performed by Plaintiffs and the Class Members as Agents under the PPP who most often have the closest relationship to the Borrowers, many of whom lack their own direct relationship with lenders, the CARES Act would not accomplish Congress' expressed legislative intent: The Senate explicitly requested Treasury to "issue guidance to lenders and agents to ensure that the … loans <u>prioritize[] small business concerns and entities in underserved and rural markets, including veterans and members of the military community, small business concerns owned and controlled by socially and economically disadvantaged individuals…, women, and businesses in operation for less than 2 years</u>."[6] (Emphasis added).

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[5] https://home.treasury.gov/system/files/136/PPP%20Lender%20Information%20Fact%20Sheet.pdf.
[6] H.R. 748, CARES ACT, PL 116-136 (March 27, 2020; 134 Stat. 281).

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44. The SBA Regulations also expressly provide how each of the PPP participants (Borrower, Lender, and Agent) will benefit from (and be compensated under) the program, to incentivize them to participate in the PPP and ensure the rapid distribution of the scarce federal funds. For example, the PPP Borrower receives 100 percent (100%) of the loan amount without any deductions for fees or costs.

45. For the Lenders, the SBA Regulations provide that they will be generously compensated based on the balance of the financing at the time of final disbursement (the "Lender Fees"). Specifically, the SBA is required to pay Lenders fees in the following amounts for processing PPP loans:

a. Five percent (5%) for loans of not more than $350,000;

b. Three percent (3%) for loans of more than $350,000 and less than $2,000,000; and

c. One percent (1%) for loans of at least $2,000,000.[7]

46. In addition, the Lenders (but not the Agents) have the opportunity to earn interest on the PPP loans if they are not forgiven under the program.

47. For the Agents, the SBA Regulations incentivize them to bring the Borrowers and their loan packages to the Lenders by expressly providing that "Agent fees will be paid out of lender fees. The lender will pay the agent. Agents may not collect any fees from the applicant." (the "Agent Fees") (Emphasis added). "The total amount of Agent Fees that an agent may collect from the lender may not exceed:

a. One (1) percent for loans of not more than $350,000;

[7] *Id.*

b. 0.50 percent for loans of more than $350,000 and less than $2 million; and

c. 0.25 percent for loans of at least $2 million"[8] (Emphasis added).

48. The SBA Regulations also reflect that the Secretary of the Treasury "determined that the [A]gent [F]ee limits . . . are reasonable based upon the application requirements and the fees that lenders receive for making PPP loans."[9]

49. By its terms, the PPP does not allow the Lender to negotiate or "pre-approve" the amount of fees the Agent will receive under the PPP. That is addressed in the SBA Regulations, including the portion of the Lender Fee the Agent is entitled to for bringing the Borrower and its completed application to the Lender.

50. Based on information and belief, Defendants funded PPP loans for Borrowers represented by Plaintiffs and the Class, received their Lender Fees from the Federal Government, and failed to pay the Agent Fees earned by the Plaintiffs and Class out of the Lender Fees received.

51. Defendants have either failed and refused to pay, or are willing to pay only a partial percentage of, the monies owed in Agent Fees to Plaintiffs and the Class, thus retaining for themselves all of the statutory fees allotted by the Government for Agents as part of the PPP, despite the work performed by the Agents in assisting the Borrowers in securing their PPP loans.

52. Defendants often cite to their own internal policies for refusing to pay the Agent Fees, or attempting to reduce the statutory fee owed to the Agents under the PPP and consistent with Congressional intent.

As a result, Plaintiffs and the Class Members are not being compensated for their work, and for their valuable and necessary contribution to the PPP as intended by Congress.

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[8] *Id.*

[9] *See* Small Business Administration; Business Loan Program Temporary Changes; Paycheck Protection Program, 85 Fed. Reg. 20,816 (April 15, 2020).

Plaintiffs, in Their Role as Agents, Assist Their Clients With Applying for PPP Loans Under the CARES ACT

53. On or about March 27, 2020, Plaintiffs became aware that the CARES Act had been signed into law. Plaintiffs, knowing that the COVID-19 crisis would severely impact their respective clients' businesses, assisted their clients with obtaining PPP loans through a specific Defendant.

54. Plaintiffs spent considerable time becoming familiar with the Act, and the related SBA Regulations, and, in particular, (a) Section 1102, which permits the SBA to guarantee 100% of Section 7(a) loans under the PPP, and (b) Section 1106 of the Act which provides forgiveness of up to the full principal amount of qualifying loans guaranteed under the PPP.

55. In or about April 2020, Plaintiffs, in their role as Agents, assisted their respective clients, as Borrowers under the PPP, in the gathering and analysis of their documents, as well as the calculation and preparation of each loan application (the "Application(s)"), and in identifying Lenders who were processing PPP loans in the "race to the bank" environment created by the first-come, first-served nature of the PPP.

56. Based on the SBA Regulations, Plaintiffs each understood that the only compensation they would receive was from the mandated Agent Fees that were advanced to the Lenders by the Federal Government for the Plaintiffs' and Class Members' benefit as part of the statutory Lender Fees.

57. To prepare the documentation, Plaintiffs assisted their respective clients in gathering the required information and preparing the Applications, including the following, where applicable or necessary:

a. Loan Calculator Spreadsheet;

b. SBA Form 2483;

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c. Addendum A: Affiliates;

d. Information on whether the applicant received an SBA Economic Injury Disaster Loan ("EIDL");

e. Certificate of Beneficial Ownership Interest;

f. Driver's Licenses;

g. Articles of Incorporation or Articles of Organization;

h. 2019 IRS/State Payroll Forms;

i. 2019 Payroll Summary Report by each Employee;

j. 2019 Health Insurance Premium Paid, including each monthly statement or year-end summary;

k. 2019 Retirement Matching Plan Paid, including each monthly statement or year-end summary;

l. 2020 1st QTR 941 Form;

m. January 2020 Payroll Summary by Employee;

n. February 2020 Payroll Summary by Employee;

o. March 2020 Payroll Summary by Employee;

p. Health Insurance Premium Paid – January, February, and March 2020;

q. Retirement Matching Plan Paid – January, February, and March 2020;

r. Wiring Instructions; and

s. Copy of the Borrower's most recent bank statement,

(collectively, (a) – (s) above are part of the Application).

58. In addition, Plaintiffs each worked to identify Lenders, such as Defendants, who were taking Applications and funding PPP loans in order to connect their respective Borrowers to the limited federal funds available under the PPP.

59. Plaintiffs each believed they would receive their earned Agent Fees from the Lenders after the funding of each of their respective clients' PPP loans as required by the SBA Regulations.

60. Defendants did not comply with the SBA Regulations in distributing the Agent Fees from their Lender Fees paid to them by the Federal Government under the PPP.

61. Specifically, Defendants, as Lenders under the PPP and without any legal authority under the SBA Regulations or otherwise, refused to pay Agents such as Plaintiffs, the required statutory Agent Fees from the fees they obtained from the Federal Government despite demand, or the Defendants repudiated the Agent's role and refused to pay the required Agent Fees as a general policy.

62. As a result of Defendants' unlawful actions, Plaintiffs and the Class have suffered financial harm by: (a) being deprived of the statutorily-mandated compensation for the professional services that they provided in connection with assisting their clients in applying for and obtaining PPP loans, and (b) being denied by Defendants just compensation for playing the vital role of Agents in the PPP process on behalf of the intended beneficiaries of the program, the small- and medium-sized business owners.

<u>Class Action Allegations</u>

63. As noted above, Plaintiffs bring this action on behalf of themselves and all other Agents similarly situated as a state and nationwide Class, defined below.

64. Plaintiffs, in accordance with Fed. R. Civ. P. 23(b)(1), (b)(2), (b)(3) and (b)(4), seek to represent a Class composed of and defined as follows:

> All Agents (as that term is defined by the SBA Regulations) that facilitated businesses in receiving a loan under the PPP, *i.e.*, met the criteria for eligibility and were not otherwise ineligible, between February 15, 2020, and June 30, 2020, who timely applied for a PPP loan through various Lenders and were processed and approved for funding, and for whom the Lenders received their Lender Fees.

65. Plaintiffs reserve the right to expand, limit, modify or amend this Class definition, including the addition of one or more subclasses in connection with Plaintiffs' motion for class certification, or any other time, based upon, *inter alia*, changing circumstances and/or new facts obtained during discovery.

66. *Numerosity:* The Class is composed of thousands of Agents (the "Class Members") whose joinder in this action would be impracticable. *See* Fed. R. Civ. P. 23(a)(1). The disposition of their claims through this class action will benefit all Class Members, the parties, and the courts.

67. *Commonality:* There is a commonality in questions of law and fact affecting the Class. *See* Fed. R. Civ. P. 23(a)(2). These questions of law and fact include, but are not limited to the following:

a. Did Defendants comply with all applicable SBA Regulations in processing Applications for PPP funds and in distributing PPP funds?;

b. Did Defendants comply with their legal obligations under the terms of the CARES Act as a lender of the PPP funds?;

c. Did Defendants obtain Lender Fees for closing PPP loans for Borrowers represented by Agents;

d. Did Defendants have a policy and/or practice of failing to compensate Agents and pay them the required Agent Fees out of their Lender Fees for their work in facilitating PPP loans to the detriment of the Class?;

e. Did Defendants prioritize their Lender Fees over abiding by the CARES Act and PPP specifications?;

f. Did Defendants' conduct in not paying the Agent Fees out of the Lender Fees they received constitute a conversion of the Agent Fees owed to the Plaintiffs and the Class?;

g. Did Defendants possess exclusive knowledge of material facts concerning the Application process, i.e., that the Agents would not receive the required compensation, i.e., Agent Fees, when assisting applicants with the PPP loan process?;

h. Did Defendants actively conceal a material fact or facts from the Plaintiffs and the Class Members, i.e., that the Agent was not going to receive its earned Agent Fees when assisting with the Applications?;

i. Whether Defendants' conduct, as alleged herein, was intentional and knowing?;

j. Whether Plaintiffs and the Class Members are entitled to damages and/or restitution, and if so, what is the amount of revenues and/or profits Defendants received and/or was lost by Plaintiffs and the Class Members as a result of the conduct alleged herein?;

k. Whether Defendants are likely to continue to mislead the public and the Class Members and continue to violate SBA Regulations regarding paying Agents their earned fees under the CARES Act?;

l. Whether Plaintiffs and the Class Members, after discovery, have proved sufficient facts to entitle them to an award of punitive damages?; and

m. Whether Plaintiffs and the Class Members are also entitled to an award of pre-judgment interest and costs of suit?

68. *Typicality*: Plaintiffs' claims are typical of, and are not antagonistic to, the claims of all Class Members in that the claims for relief are based on the same legal principles and theories arising from the same actions and omissions of the Defendants affecting all Class Members. *See* Fed. R. Civ. P. 23(a)(3). Plaintiffs and the Class Members have all been harmed by Defendants' unfair and unlawful PPP loan application and funding practices, as alleged herein, and all Class Members were injured in the same way by the acts and omissions of the Defendants. The factual and legal basis of Defendants' liability to Plaintiffs and each Class Member as a result of Defendants' actions as described herein are defined by substantively identical provisions in the SBA Regulations under the CARES Act. Defendants' purported defenses to the claims, both legal and factual, are typical of the defenses they would try to raise in response to the Class's claims.

69. *Adequacy*: Plaintiffs each are adequate representatives of the Class because they are members of the Class, and Plaintiffs' interests do not conflict with the interests of the other Class Members that Plaintiffs seek to represent. *See* Fed. R. Civ. P. 23(a)(4). Plaintiffs will fairly and adequately represent and protect the interest of the other Class Members. Plaintiffs each have retained counsel with substantial experience in litigating complex cases, including consumer fraud and class actions. Both Plaintiffs and their counsel will vigorously prosecute this action on behalf of the Class and have the financial ability to do so. Neither Plaintiffs nor their counsel have any interest adverse to other Class Members.

70. *Predominance*: The above questions of law and fact predominate over individual questions affecting the Class Members. Defendants' conduct described in this Complaint all stems from ignoring their obligations under the SBA Regulations setting forth the policy and procedures for payment of Agent Fees that are readily calculable from Defendants' records and other Class-wide evidence. Class Members do not have an interest in pursuing separate individual actions against Defendants as the amount of each Class Member's claim is relatively small compared to the expense and burden of individual prosecution. The management of this action as a class action will not present any likely difficulties. In the interests of justice and judicial efficiency, it would be desirable to concentrate the litigation of all Class Members' claims in a single action. *See* Fed.

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R. Civ. P. 23(b)(3).

71. *Superiority*: In engaging in the conduct described herein, Defendants have acted and/or failed to act on grounds generally applicable to Plaintiffs and other Class Members. Such conduct requires the Court's imposition of uniform relief to ensure compatible standards of conduct toward Class Members. A class action is superior to all other available means for the fair and efficient adjudication of Plaintiffs' and the Class Members' claims. Few, if any, Class Members could afford to seek legal redress of the wrongs complained of herein on an individual basis. Absent a class action, Class Members and the general public would not likely recover, or have the chance to recover, damages or restitution, and Defendants would be permitted to retain the fruits of their misdeeds. Any difficulties that might occur in the management of this proposed class action are insubstantial. *See* Fed. R. Civ. P. 23(b)(1)(A).

72. *Ascertainability*: Plaintiffs are informed and believe that Defendants keep extensive electronic records of their loan Applications through, *inter alia*, computerized loan application systems, and federally-mandated record-keeping practices. Defendants have one or more database(s) through which all of the Borrowers may be identified and ascertained, and through it maintains contact information, including email and mailing addresses. From this information, the existence of the Class Members (i.e., the Agent for the Borrower) can be determined, and thereafter, notice of this action can be disseminated in accordance with due process requirements.

73. Neither Plaintiffs nor the Class have previously litigated the claims asserted in this Complaint.

COUNT I
DECLARATORY RELIEF
(Against Defendants Amerant, Celtic, and First Citizens)

74. Plaintiff Full Compliance incorporates by reference the foregoing allegations as if the same were fully alleged herein.

75. Plaintiff Full Compliance asserts this cause of action on behalf of itself and other Class Members as Agents defined by the SBA Regulations.

76. Plaintiff Full Compliance, as an Agent under the PPP, assisted its clients with submitting the Applications to obtain PPP loans under the CARES Act and/or connected the Borrower client to the Defendants which led to a funded PPP loan. Defendants failed to pay Agent Fees owed to Plaintiff Full Compliance as required by SBA Regulations, despite having been paid their own Lender Fees under the PPP. Instead, Defendants kept all of the origination and processing fees for themselves, in direct violation of the SBA Regulations.

77. A bona fide adverse interest exists between Plaintiff Full Compliance and Defendants with respect to Plaintiff Full Compliance's and the Class Members' right to the Agent Fees owed by Defendants, and, upon information and belief, Defendants either deny that any Agent Fees are owed to Plaintiff Full Compliance or claim that only a percentage of the Agent Fees are owed.

78. Plaintiff Full Compliance and the Class Members have a legally protectable interest under the SBA Regulations in that they are entitled to their mandated Agent Fees in connection with the professional services rendered to their clients in preparing and submitting Applications for PPP funds.

79. Defendants have failed and refused, and continue to fail and refuse, to pay the mandated Agent Fees to Plaintiff Full Compliance and the Class Members as required under the SBA Regulations.

80. Plaintiff Full Compliance and the Class Members seek a declaration that Defendants are required under the SBA Regulations to pay the Agent Fees at the statutory amount on each loan funded involving an Agent.

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COUNT II
DECLARATORY RELIEF
(Against Defendants Cambridge, CIBC, First Horizon, Grove Bank, Interamerican, Regions, Live Oak, Ocean Bank, Paradise, Professional, Truist, Valley, and Wells Fargo)

81. Plaintiff Zamora & Hernandez incorporates by reference the foregoing allegations as if the same were fully alleged herein.

82. Plaintiff Zamora & Hernandez asserts this cause of action on behalf of itself and other Class Members as Agents defined by the SBA Regulations.

83. Plaintiff Zamora & Hernandez, as an Agent under the PPP, assisted its clients with submitting the Applications to obtain PPP loans under the CARES Act and/or connected the Borrower client to the Defendants which led to a funded PPP loan. Defendants failed to pay Agent Fees owed to Plaintiff Zamora & Hernandez as required by SBA Regulations, despite having been paid their own Lender Fees under the PPP. Instead, Defendants kept all of the origination and processing fees for themselves, in direct violation of the SBA Regulations.

84. A bona fide adverse interest exists between Plaintiff Zamora & Hernandez and Defendants with respect to Plaintiff Zamora & Hernandez and the Class Members' right to the Agent Fees owed by Defendants, and, upon information and belief, Defendants either deny that any Agent Fees are owed to Plaintiff Zamora & Hernandez or claim that only a percentage of the Agent Fees are owed.

85. Plaintiff Zamora & Hernandez and the Class Members have a legally protectable interest under the SBA Regulations in that they are entitled to their mandated Agent Fees in connection with the professional services rendered to their clients in preparing and submitting Applications for PPP funds.

86. Defendants have failed and refused, and continue to fail and refuse, to pay the mandated Agent Fees to Plaintiff Zamora & Hernandez and the Class Members as required under the SBA Regulations.

87. Plaintiff Zamora & Hernandez and the Class Members seek a declaration in that Defendants are required under the SBA Regulations to pay the Agent Fees at the statutory amount on each loan funded involving an Agent.

COUNT III
DECLARATORY RELIEF
(Against Defendants BofA, BankUnited, Chase, and TD)

88. Plaintiffs incorporate by reference the foregoing allegations as if the same were fully alleged herein.

89. Plaintiffs both assert this cause of action on behalf of themselves and other Class Members as Agents defined by the SBA Regulations.

90. Plaintiffs, as Agents under the PPP, assisted their respective clients with submitting the Applications to obtain PPP loans under the CARES Act and/or connected the Borrower clients to the Defendants which led to funded PPP loans. Defendants failed to pay Agent Fees owed to Plaintiffs as required by SBA Regulations, despite having been paid their own Lender Fees under the PPP. Instead, Defendants kept all of the origination and processing fees for themselves, in direct violation of the SBA Regulations.

91. A bona fide adverse interest exists between Plaintiffs and Defendants with respect to Plaintiffs' and the Class Members' right to the Agent Fees owed by Defendants, and, upon information and belief, Defendants either deny that any Agent Fees are owed to Plaintiffs or claim that only a percentage of the Agent Fees are owed.

92. Plaintiffs and the Class Members have a legally protectable interest under the SBA Regulations in that they are entitled to their mandated Agent Fees in connection with the professional services rendered to their clients in preparing and submitting Applications for PPP funds.

93. Defendants have failed and refused, and continue to fail and refuse, to pay the mandated Agent Fees to Plaintiffs and the Class Members as required under the SBA Regulations.

94. Plaintiffs and the Class Members seek a declaration that Defendants are required under the SBA Regulations to pay the Agent Fees at the statutory amount on each loan funded involving an Agent.

COUNT IV
UNJUST ENRICHMENT
(Against Defendants Amerant, Celtic, and First Citizens)

95. Plaintiff Full Compliance incorporates by reference the foregoing allegations as if the same were fully alleged herein.

96. Plaintiff Full Compliance asserts this cause of action on behalf of itself and other Class Members as Agents.

97. Defendants have been, and continue to be, unjustly enriched, to the detriment and at the expense of Plaintiff Full Compliance and the Class Members as a result of Defendants' wrongful withholding of Agent Fees from the Lender Fees they received, and are now owed to Plaintiff Full Compliance and the Class.

98. Defendants have been unjustly benefitted through the unlawful and wrongful retention of monies due to the Agents (i.e., the Agent Fees) as a result of the funding of the PPP loans, and Defendants' receipt of their Lender Fees under the same program. Specifically, Plaintiff Full Compliance and the Class Members provided services to the Borrowers to help each Borrower

obtain a PPP loan. Defendants then retained for their benefit Agent Fees that Plaintiff Full Compliance and the Class were entitled to be paid for work performed, and continue to benefit to the detriment and at the expense of Plaintiff Full Compliance and the Class Members.

99. Plaintiff Full Compliance and the Class Members chose specific Defendants to place the Borrowers and the PPP Loans with the reasonable expectation of being paid as an Agent under the SBA Regulations.

100. Defendants are intentionally retaining the monies allocated by the Federal Government for Agent Fees and paid to Defendants as part of their Lender Fees, despite knowing that said monies are owed to Plaintiff Full Compliance and the Class Members.

101. Defendants refuse to pay, or are willing to pay only a partial percentage of, the monies owed to Plaintiff Full Compliance and the Class Members and are choosing to retain the Agent Fees for themselves in direct violation of SBA regulations.

102. It is against equity and good conscience that Defendants be permitted to retain the benefits conferred upon them by Plaintiff Full Compliance and the Class Members.

103. Plaintiff Full Compliance and the Class Members respectfully request this Court to order Defendants to disgorge the amount of the Agent Fees which Defendants wrongfully misappropriated from Plaintiff Full Compliance and all Class Members, enjoin Defendants from continuing the improper acts as discussed herein, and award Plaintiff Full Compliance and all Class Members such other damages and relief that this Court deems just and proper.

COUNT V
UNJUST ENRICHMENT
(Against Defendants Cambridge, CIBC, First Horizon, Grove Bank, Interamerican, Regions, Live Oak, Ocean Bank, Paradise, Professional, Truist, Valley, and Wells Fargo)

104. Plaintiff Zamora & Hernandez incorporates by reference the foregoing allegations as if the same were fully alleged herein.

105. Plaintiff Zamora & Hernandez asserts this cause of action on behalf of itself and other Class Members as Agents.

106. Defendants have been, and continue to be, unjustly enriched, to the detriment and at the expense of Plaintiff Zamora & Hernandez and the Class Members as a result of Defendants' wrongful withholding of Agent Fees from the Lender Fees they received, and are now owed to Plaintiff Zamora & Hernandez and the Class.

107. Defendants have been unjustly benefitted through the unlawful and wrongful retention of monies due to the Agents (i.e., the Agent Fees) as a result of the funding of the PPP loans, and Defendants' receipt of their Lender Fees under the same program. Specifically, Plaintiff Zamora & Hernandez and the Class Members provided services to the Borrowers to help each Borrower obtain a PPP loan. Defendants then retained for their benefit Agent Fees that Plaintiff Zamora & Hernandez and the Class were entitled to be paid for work performed, and continue to benefit to the detriment and at the expense of Plaintiff Zamora & Hernandez and the Class Members.

108. Plaintiff Zamora & Hernandez and the Class Members chose specific Defendants to place the Borrowers and the PPP Loans with the reasonable expectation of being paid as an Agent under the SBA Regulations.

109. Defendants are intentionally retaining the monies allocated by the Federal Government for Agent Fees and paid to Defendants as part of their Lender Fees, despite knowing that said monies are owed to Plaintiff Zamora & Hernandez and the Class Members.

110. Defendants refuse to pay, or are willing to pay only a partial percentage of, the monies owed to Plaintiff Zamora & Hernandez and the Class Members and are choosing to retain the Agent Fees for themselves in direct violation of SBA regulations.

111. It is against equity and good conscience that Defendants be permitted to retain the benefits conferred upon them by Plaintiff Zamora & Hernandez and the Class Members.

112. Plaintiff Zamora & Hernandez and the Class Members respectfully request this Court to order Defendants to disgorge the amount of the Agent Fees which Defendants wrongfully misappropriated from Plaintiff Zamora & Hernandez and all Class Members, enjoin Defendants from continuing the improper acts as discussed herein, and award Plaintiff Zamora & Hernandez and all Class Members such other damages and relief that this Court deems just and proper.

COUNT VI
UNJUST ENRICHMENT
(Against Defendants BofA, BankUnited, Chase, and TD)

113. Plaintiffs incorporate by reference the foregoing allegations as if the same were fully alleged herein.

114. Plaintiffs both assert this cause of action on behalf of themselves and other Class Members as Agents.

115. Defendants have been, and continue to be, unjustly enriched, to the detriment and at the expense of Plaintiffs and the Class Members as a result of Defendants' wrongful withholding of Agent Fees from the Lender Fees they received, and are now owed to Plaintiffs and the Class.

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116. Defendants have been unjustly benefitted through the unlawful and wrongful retention of monies due to the Agents (i.e., the Agent Fees) as a result of the funding of the PPP loans, and Defendants' receipt of their Lender Fees under the same program. Specifically, Plaintiffs and the Class Members provided services to their respective Borrowers to help each Borrower obtain a PPP loan. Defendants then retained for their benefit Agent Fees that Plaintiffs and the Class were entitled to be paid for work performed, and continue to benefit to the detriment and at the expense of Plaintiffs and the Class Members.

117. Plaintiffs and the Class Members chose specific Defendants to place the Borrowers and the PPP Loans with the reasonable expectation of being paid as an Agent under the SBA Regulations.

118. Defendants are intentionally retaining the monies allocated by the Federal Government for Agent Fees and paid to Defendants as part of their Lender Fees, despite knowing that said monies are owed to Plaintiffs and the Class Members.

119. Defendants refuse to pay, or are willing to pay only a partial percentage of, the monies owed to Plaintiffs and the Class Members and are choosing to retain the Agent Fees for themselves in direct violation of SBA regulations.

120. It is against equity and good conscience that Defendants be permitted to retain the benefits conferred upon them by Plaintiffs and the Class Members.

121. Plaintiffs and the Class Members respectfully request this Court to order Defendants to disgorge the amount of the Agent Fees which Defendants wrongfully misappropriated from Plaintiffs and all Class Members, enjoin Defendants from continuing the improper acts as discussed herein, and award Plaintiffs and all Class Members such other damages and relief that this Court deems just and proper.

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COUNT VII
CONVERSION
(Against Defendants Amerant, Celtic, and First Citizens)

122. Plaintiff Full Compliance incorporates by reference the foregoing allegations as if the same were fully alleged herein.

123. Plaintiff Full Compliance and the other Class Members have an immediate right to the mandatory and identifiable Agent Fees owed to them under the SBA Regulations.

124. Under the PPP, the Agent cannot look to the Treasury for direct payment of their Agent Fees. Instead, the Agent Fees are paid to the Lender as part of the Lender Fees, and the Lender is obligated to pay the Agent Fees over to the Agent.

125. As alleged herein, the Agent Fees were paid to the Lenders as part of the Lender Fees paid to each Defendant for each Borrower's loan. The Lender Fees were placed in the Defendants' custody to be used to pay Plaintiff Full Compliance and the other Class Members the Agent Fees they had earned.

126. Defendants are obligated to pay Plaintiff Full Compliance and other Class Members the mandatory Agent Fees according to the SBA Regulations.

127. Defendants willfully interfered with the rights of Plaintiff Full Compliance and the other Class Members, without legal justification, when they misappropriated and retained the monies paid to Defendants as part of their Lender Fees, and allocated by Treasury for the Agent Fees due upon the funding of each of Plaintiff Full Compliance's and the other Class Members' clients' PPP loans.

128. Defendants deprived Plaintiff Full Compliance and the other Class Members of the ownership, possession, and control of the Agent Fees and misappropriated them for their benefit through their unauthorized dominion over the Agent Fees.

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129. At the time they unlawfully retained the Agent Fees, Defendants knew or should have known that the Agent Fees paid to them as part of their Lender Fees were owed to Plaintiff Full Compliance and the other Class Members.

130. Defendants' conduct manifests a willful or reckless disregard of Plaintiff Full Compliance's and the Class Members' right of possession to the monies owed to them.

131. Defendants' improper acts or practices of refusing to pay Plaintiff Full Compliance and the other Class Members the mandated Agent Fees are the proximate cause of the damages sustained by Plaintiff Full Compliance and the Class Members.

132. Plaintiff Full Compliance and the Class Members respectfully request that this Court cause Defendants to disgorge the amount of the Agent Fees wrongfully misappropriated and converted by Defendants to Plaintiff Full Compliance and all Class Members, enjoin Defendants from continuing the improper acts as discussed herein, and award Plaintiff Full Compliance and all Class Members compensatory damages and such other damages and relief that this Court deems just and proper.

COUNT VIII
CONVERSION
(Against Defendants Cambridge, CIBC, First Horizon, Grove Bank, Interamerican, Regions, Live Oak, Ocean Bank, Paradise, Professional, Truist, Valley, and Wells Fargo)

133. Plaintiff Zamora & Hernandez incorporates by reference the foregoing allegations as if the same were fully alleged herein.

134. Plaintiff Zamora & Hernandez and the other Class Members have an immediate right to the mandatory and identifiable Agent Fees owed to them under the SBA Regulations.

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135. Under the PPP, the Agent cannot look to the Treasury for direct payment of their Agent Fees. Instead, the Agent Fees are paid to the Lender as part of the Lender Fees, and the Lender is obligated to pay the Agent Fees over to the Agent.

136. As alleged herein, the Agent Fees were paid to the Lenders as part of the Lender Fees paid to each Defendant for each Borrower's loan. The Lender Fees were placed in the Defendants' custody to be used to pay Plaintiff Zamora & Hernandez and the other Class Members the Agent Fees they had earned.

137. Defendants are obligated to pay Plaintiff Zamora & Hernandez and other Class Members the mandatory Agent Fees according to the SBA Regulations.

138. Defendants willfully interfered with the rights of Plaintiff Zamora & Hernandez and the other Class Members, without legal justification, when they misappropriated and retained the monies paid to Defendants as part of their Lender Fees, and allocated by Treasury for the Agent Fees due upon the funding of each of Plaintiff Zamora & Hernandez's and the other Class Members' clients' PPP loans.

139. Defendants deprived Plaintiff Zamora & Hernandez and the other Class Members of the ownership, possession, and control of the Agent Fees and misappropriated them for their benefit through their unauthorized dominion over the Agent Fees.

140. At the time they unlawfully retained the Agent Fees, Defendants knew or should have known that the Agent Fees paid to them as part of their Lender Fees were owed to Plaintiff Zamora & Hernandez and the other Class Members.

141. Defendants' conduct manifests a willful or reckless disregard of Plaintiff Zamora & Hernandez's and the Class Members' right of possession to the monies owed to them.

142. Defendants' improper acts or practices of refusing to pay Plaintiff Zamora & Hernandez and the other Class Members the mandated Agent Fees are the proximate cause of the damages sustained by Plaintiff Zamora & Hernandez and the Class Members.

143. Plaintiff Zamora & Hernandez and the Class Members respectfully request that this Court cause Defendants to disgorge the amount of the Agent Fees wrongfully misappropriated and converted by Defendants to Plaintiff Zamora & Hernandez and all Class Members, enjoin Defendants from continuing the improper acts as discussed herein, and award Plaintiff Zamora & Hernandez and all Class Members compensatory damages and such other damages and relief that this Court deems just and proper.

COUNT IX
CONVERSION
(Against Defendants BofA, BankUnited, Chase, and TD)

144. Plaintiffs incorporate by reference the foregoing allegations as if the same were fully alleged herein.

145. Plaintiffs and the other Class Members have an immediate right to the mandatory and identifiable Agent Fees owed to them under the SBA Regulations.

146. Under the PPP, the Agent cannot look to the Treasury for direct payment of their Agent Fees. Instead, the Agent Fees are paid to the Lender as part of the Lender Fees, and the Lender is obligated to pay the Agent Fees over to the Agent.

147. As alleged herein, the Agent Fees were paid to the Lenders as part of the Lender Fees paid to each Defendant for each Borrower's loan. The Lender Fees were placed in the Defendants' custody to be used to pay Plaintiffs and the other Class Members the Agent Fees they had earned.

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148. Defendants are obligated to pay Plaintiffs and other Class Members the mandatory Agent Fees according to the SBA Regulations.

149. Defendants willfully interfered with the rights of Plaintiffs and the other Class Members, without legal justification, when they misappropriated and retained the monies paid to Defendants as part of their Lender Fees, and allocated by Treasury for the Agent Fees due upon the funding of each of Plaintiffs' and the other Class Members' clients' PPP loans.

150. Defendants deprived Plaintiffs and the other Class Members of the ownership, possession, and control of the Agent Fees and misappropriated them for their benefit through their unauthorized dominion over the Agent Fees.

151. At the time they unlawfully retained the Agent Fees, Defendants knew or should have known that the Agent Fees paid to them as part of their Lender Fees were owed to Plaintiffs and the other Class Members.

152. Defendants' conduct manifests a willful or reckless disregard of Plaintiffs' and the Class Members' right of possession to the monies owed to them.

153. Defendants' improper acts or practices of refusing to pay Plaintiffs and the other Class Members the mandated Agent Fees are the proximate cause of the damages sustained by Plaintiffs and the Class Members.

154. Plaintiffs and the Class Members respectfully request that this Court cause Defendants to disgorge the amount of the Agent Fees wrongfully misappropriated and converted by Defendants to Plaintiffs and all Class Members, enjoin Defendants from continuing the improper acts as discussed herein, and award Plaintiffs and all Class Members compensatory damages and such other damages and relief that this Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the Class Members, pray for the following relief:

A. An Order certifying the Class as defined above, appointing Plaintiffs as the Class Representatives for the Class, and appointing Plaintiffs' counsel as Class counsel for the Class;

B. An Order declaring Defendants' actions to be unlawful;

C. An Order declaring that Defendants owe Plaintiffs and the Class Members the Agent Fees under theories of conversion and unjust enrichment;

D. An award of all recoverable compensatory, statutory, and other damages sustained by Plaintiffs and the Class Members, as well as equitable relief including disgorgement and enjoining Defendants from continuing the improper acts as identified herein, and all other available relief under applicable law;

E. An award of punitive damages if such facts to support such damages are developed in discovery and the Court grants Plaintiffs' motion for leave to amend;

F. Costs related to bringing this action;

G. Pre and post-judgment interest as allowed by law; and

such further relief at law or in equity that this Court deems just and proper.

JURY TRIAL DEMAND

Plaintiffs, individually, and on behalf of the Class Members, hereby demand a trial by jury on all claims and issues so triable pursuant to Federal Rule of Civil Procedure 38(a).

Dated: June 5, 2020

ZUMPANO PATRICIOS & POPOK, PLLC

/s/ Michael S. Popok
Michael S. Popok, Esq. (Florida Bar No. 44131)
Mitchell G. Mandell, Esq. (*Pro Hac Vice* Application to be filed)
417 Fifth Avenue, Suite 826
New York, NY 10016
Telephone: (212) 381-9999
Facsimile: (212) 320-0332

And,

ZUMPANO PATRICIOS, P.A.
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Facsimile: (305) 444-8588

GERAGOS & GERAGOS, PC
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Ben Meiselas, Esq.
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GRAYLAW GROUP, INC.
Michael E. Adler, Esq.
26500 Agoura Road, #102-127
Calabasas, CA 91302
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Facsimile: (818) 532-2834

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DHILLON LAW GROUP INC.
Harmeet K. Dhillon, Esq.
Nitoj P. Singh, Esq.
177 Post St., Suite 700
San Francisco, CA 94108
Telephone: (415) 433-1700
Facsimile: (415) 520-6593

Attorneys for Plaintiffs and the Proposed Class

JS 44 (Rev. 06/17) FLSD Revised 06/01/2017

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)* **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS FULL COMPLIANCE, LLC and ZAMORA & HERNANDEZ, PLLC, indivd., and o/b/o Class

DEFENDANTS AMERANT BANK, et al.,

(b) County of Residence of First Listed Plaintiff Miami-Dade County
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Miami-Dade County
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys *(Firm Name, Address, and Telephone Number)*

Zumpano Patricios & Popok, PLLC
Michael Popok

Attorneys *(If Known)*

(d) Check County Where Action Arose: ☒ MIAMI- DADE ☐ MONROE ☐ BROWARD ☐ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ OKEECHOBEE ☐ HIGHLANDS

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

☐ 1 U.S. Government Plaintiff
☐ 3 Federal Question *(U.S. Government Not a Party)*
☐ 2 U.S. Government Defendant
☒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff) (For Diversity Cases Only) and One Box for Defendant)*

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☒ 4	☒ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions

CONTRACT
☐ 110 Insurance
☐ 120 Marine
☐ 130 Miller Act
☐ 140 Negotiable Instrument
☐ 150 Recovery of Overpayment & Enforcement of Judgment
☐ 151 Medicare Act
☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
☐ 153 Recovery of Overpayment of Veteran's Benefits
☐ 160 Stockholders' Suits
☐ 190 Other Contract
☐ 195 Contract Product Liability
☐ 196 Franchise

REAL PROPERTY
☐ 210 Land Condemnation
☐ 220 Foreclosure
☐ 230 Rent Lease & Ejectment
☐ 240 Torts to Land
☐ 245 Tort Product Liability
☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
☐ 310 Airplane
☐ 315 Airplane Product Liability
☐ 320 Assault, Libel & Slander
☐ 330 Federal Employers' Liability
☐ 340 Marine
☐ 345 Marine Product Liability
☐ 350 Motor Vehicle
☐ 355 Motor Vehicle Product Liability
☐ 360 Other Personal Injury
☐ 362 Personal Injury - Med. Malpractice

PERSONAL INJURY
☐ 365 Personal Injury - Product Liability
☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
☐ 370 Other Fraud
☐ 371 Truth in Lending
☐ 380 Other Personal Property Damage
☐ 385 Property Damage Product Liability

CIVIL RIGHTS
☐ 440 Other Civil Rights
☐ 441 Voting
☐ 442 Employment
☐ 443 Housing/ Accommodations
☐ 445 Amer. w/Disabilities - Employment
☐ 446 Amer. w/Disabilities - Other
☐ 448 Education

PRISONER PETITIONS
Habeas Corpus:
☐ 463 Alien Detainee
☐ 510 Motions to Vacate Sentence
Other:
☐ 530 General
☐ 535 Death Penalty
☐ 540 Mandamus & Other
☐ 550 Civil Rights
☐ 555 Prison Condition
☐ 560 Civil Detainee – Conditions of Confinement

FORFEITURE/PENALTY
☐ 625 Drug Related Seizure of Property 21 USC 881
☐ 690 Other

LABOR
☐ 710 Fair Labor Standards Act
☐ 720 Labor/Mgmt. Relations
☐ 740 Railway Labor Act
☐ 751 Family and Medical Leave Act
☐ 790 Other Labor Litigation
☐ 791 Empl. Ret. Inc. Security Act

IMMIGRATION
☐ 462 Naturalization Application
☐ 465 Other Immigration Actions

BANKRUPTCY
☐ 422 Appeal 28 USC 158
☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
☐ 820 Copyrights
☐ 830 Patent
☐ 835 Patent – Abbreviated New Drug Application
☐ 840 Trademark

SOCIAL SECURITY
☐ 861 HIA (1395ff)
☐ 862 Black Lung (923)
☐ 863 DIWC/DIWW (405(g))
☐ 864 SSID Title XVI
☐ 865 RSI (405(g))

FEDERAL TAX SUITS
☐ 870 Taxes (U.S. Plaintiff or Defendant)
☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
☐ 375 False Claims Act
☐ 376 Qui Tam (31 USC 3729 (a))
☐ 400 State Reapportionment
☐ 410 Antitrust
☒ 430 Banks and Banking
☐ 450 Commerce
☐ 460 Deportation
☐ 470 Racketeer Influenced and Corrupt Organizations
☐ 480 Consumer Credit
☐ 490 Cable/Sat TV
☐ 850 Securities/Commodities/ Exchange
☐ 890 Other Statutory Actions
☐ 891 Agricultural Acts
☐ 893 Environmental Matters
☐ 895 Freedom of Information Act
☐ 896 Arbitration
☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Re-filed **(See VI below)**
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district *(specify)*
☐ 6 Multidistrict Litigation Transfer
☐ 7 Appeal to District Judge from Magistrate Judgment
☐ 8 Multidistrict Litigation – Direct File
☐ 9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S)

(See instructions): a) Re-filed Case ☐ YES ☐ NO b) Related Cases ☐ YES ☐ NO
JUDGE: **DOCKET NUMBER:**

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause ***(Do not cite jurisdictional statutes unless diversity)***:
28 U.S.C. § 1332(d), Class Action Fairness Act, Class Action Declaratory Relief

LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A **CLASS ACTION** UNDER F.R.C.P. 23

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY
RECEIPT # AMOUNT IFP JUDGE MAG JUDGE

Save As... Print Reset

JS 44 (Rev. 06/17) FLSD Revised 06/01/2017

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction**. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked. Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit**. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. **Origin**. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

Remanded from Appellate Court. (8) Check this box if remanded from Appellate Court.

VI. **Related/Refiled Cases**. This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

VII. **Cause of Action**. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity**. Example: U.S. Civil Statute: 47 USC 553
Brief Description: Unauthorized reception of cable service

VIII. **Requested in Complaint**. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

FULL COMPLIANCE, LLC and ZAMORA & HERNANDEZ, PLLC, on behalf of a class of similarly situated businesses and individuals,

Plaintiff(s)

v.

AMERANT BANK, et al.,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Wells Fargo Bank, N.A.
c/o Corporation Service Company
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Michael S. Popok
Zumpano Patricios & Popok, PLLC
417 Fifth Avenue, Suite 826
New York, NY 10016

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: ______________

____
Signature of Clerk or Deputy Clerk

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Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* ______________________
was received by me on *(date)* ______________ .

❒ I personally served the summons on the individual at *(place)* ______________________
______________________ on *(date)* ______________ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* ______________
______________________ , a person of suitable age and discretion who resides there,
on *(date)* ______________ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* ______________________ , who is
designated by law to accept service of process on behalf of *(name of organization)* ______________
______________________ on *(date)* ______________ ; or

❒ I returned the summons unexecuted because ______________________ ; or

❒ Other *(specify)*:

My fees are $ ________ for travel and $ ________ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: ______________ ______________________
Server's signature

____
Printed name and title

____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset