

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

ALICIA MARSHALL, DANIEL PRONSKY,
PARIS TOWNSEND, NANCILEE HOLLAND,
LEONA OWSLEY, KOLAWOLE AHMADOU,
KIANA DERVIN, KRISTINA HENDERSON,
DUSTIN INNIS, KELLY STALNAKER,
JAMIE JONES, GEORGINA DREVNAK,
JOHN MARTIN, EZRA BEATTIE, GREGORY
LLOYD, ALYSHIA JOHNSON, LAMETRIA
MARVEL, GUY GRICHAR, JAHBRAEL
HORNE, ENOBONG ETUKNWA, and
SHARON BRADLEY SMITH, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

PRESTAMOS CDFI, LLC and CHICANOS
POR LA CAUSA, INC.,

Defendants.

Civil Action No. 5:21-cv-04337-JMG

**DEFENDANT PRESTAMOS CDFI LLC'S ANSWER
TO THE THIRD AMENDED COMPLAINT**

Defendant Prestamos CDFI, LLC (“Prestamos” or “Defendant”), by and through its undersigned counsel, answers the allegations set forth in the Third Amended Complaint (“TAC”) filed by Plaintiffs Alicia Marshall, Daniel Pronsky, Paris Townsend, Nancilee Holland, Leona Owsley, Kolawole Ahmadou, Kiana Dervin, Kristina Henderson, Dustin Innis, Kelly Stalnaker, Jamie Jones, Georgina Drevnak, John Martin, Ezra Beattie, Gregory Lloyd, Alyshia Johnson, Lametria Marvel, Guy Grichar, Jahbrael Horne, Enobong Etuknwa, and Sharon Bradley Smith (collectively, “Plaintiffs”) and alleges affirmative defenses. To the extent not specifically admitted, all allegations contained in the TAC are denied, including those that may be reflected in

section headings. On May 15, 2024, Defendant Chicanos Por La Causa, Inc. (“CPLC”) filed a motion pursuant to Federal Rule of Civil Procedure 12(b)(2) to dismiss Plaintiffs’ claim against CPLC for lack of personal jurisdiction. A decision on CPLC’s motion to dismiss remains pending.

Summary of the Claims

1. Admitted in part, denied in part. Admitted only that Congress passed the Coronavirus Aid, Relief and Economic Security Act (“CARES Act”) in response to the COVID-19 pandemic. The CARES ACT is a writing that speaks for itself and the remaining allegations of Paragraph 1 are denied to the extent they are inconsistent therewith. The allegations of Paragraph 1 are also denied to the extent they are conclusions of law to which no response is required.

2. Admitted in part, denied in part. Admitted only that the PPP is administered by the United States Small Business Administration (“SBA”) and that Prestamos executed certain documents with PPP borrowers. The CARES Act is a writing that speaks for itself and the remaining allegations of Paragraph 2 are denied to the extent they are inconsistent therewith. The allegations of Paragraph 2 are also denied to the extent they are conclusions of law to which no response is required.

3. Denied. The “applicable provisions of the PPP” are writings that speak for themselves and the remaining allegations of Paragraph 3 are denied to the extent they are inconsistent therewith. The allegations of Paragraph 3 are also denied to the extent they are conclusions of law to which no response is required.

4. Admitted in part, denied in part. Admitted only that the PPP entitles lenders to fees payable by the SBA. The CARES Act is a writing and speaks for itself. The allegations of Paragraph 4 are denied to extent they are inconsistent therewith. The remaining allegations of

Paragraph 4 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the remaining allegations in Paragraph 4.

5. Admitted.

6. Denied. By way of further answer, Prestamos lawfully obtained, administered, disbursed, and otherwise accounted all PPP-related funds that it received or borrowed from the U.S. government.

7. Admitted in part, denied in part. Admitted that Prestamos is and during all relevant times was wholly owned by Defendant CPLC. It is further admitted that CPLC's Fiscal Year 2019-2020 Annual Report "A Chance to Change the World" contains the quoted language referenced in Paragraph 7. Moreover, CPLC is located at 1112 E. Buckeye Road and Prestamos is located at 1024 E. Buckeye Road, both in Phoenix, Arizona. Further, Ballard Spahr LLP and Herrera Arellano LLP represent Prestamos and CPLC in this litigation. The remaining allegations of Paragraph 7 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the remaining allegations in Paragraph 7.

8. The first sentence of Paragraph 8 is denied, except it is admitted only that SBA increased fees for PPP lenders in 2021. The first sentence is also a legal conclusion to which no response is required. The second sentence of Paragraph 8 is denied. By way of further answer, Prestamos lawfully obtained, administered, disbursed, and otherwise accounted for all PPP-related funds that it received or borrowed from the U.S. government.

9. Admitted in part, denied in part. It is admitted that Prestamos "expanded" PPP lending in 2021 and that the cited SBA PPP Report regarding approvals through May 31, 2021 contains a chart attributing 494,415 "loans approved" to Prestamos and a "Net Dollars" figure of \$7,676,108,813. Otherwise, the SBA PPP Report is a writing that speaks for itself and the

remaining allegations of Paragraph 9 are denied to the extent they are inconsistent therewith. By way of further answer, Prestamos lawfully obtained, administered, disbursed, and otherwise accounted for all PPP-related funds that it received or borrowed from the U.S. government.

10. Admitted in part, denied in part. Admitted only that the cited article states that Prestamos would collect \$1.2 billion in fees in 2021, and that Blueacorn received certain fees pursuant to its contract with Prestamos. Prestamos respectfully refers the Court to the cited article for the complete and accurate text thereof, although Prestamos lacks knowledge or information sufficient to form a belief about the truth every statement in the subject writing and, therefore, denies Plaintiffs' characterizations thereof. The allegations of Paragraph 10 are denied to the extent they are inconsistent therewith. By way of further answer, Prestamos lawfully obtained, administered, disbursed, and otherwise accounted for all PPP-related funds that it received or borrowed from the U.S. government.

11. Admitted only that CPLC disclosed a portion of the lender processing fees in its financial statements. The remaining allegations of Paragraph 11 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the remaining allegations in Paragraph 11.

12. Admitted in part, denied in part. Admitted only that the quoted information appears in CPLC's Consolidated Financial Statements and Supplementary information for the year ending June 30, 2021. Prestamos respectfully refers the Court to the cited website for the complete and accurate text thereof. The allegations of Paragraph 12 are denied to the extent they are inconsistent therewith.

13. Denied. The allegations of Paragraph 13 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 13.

14. Denied. Prestamos denies that it “falsely reported” any information to the SBA. The remaining allegations of Paragraph 14 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 14.

Parties

- 15. Denied. Prestamos denies the allegations in Paragraph 15 for lack of knowledge.
- 16. Denied. Prestamos denies the allegations in Paragraph 16 for lack of knowledge.
- 17. Denied. Prestamos denies the allegations in Paragraph 17 for lack of knowledge.
- 18. Denied. Prestamos denies the allegations in Paragraph 18 for lack of knowledge.
- 19. Denied. Prestamos denies the allegations in Paragraph 19 for lack of knowledge.
- 20. Denied. Prestamos denies the allegations in Paragraph 20 for lack of knowledge.
- 21. Denied. Prestamos denies the allegations in Paragraph 21 for lack of knowledge.
- 22. Denied. Prestamos denies the allegations in Paragraph 22 for lack of knowledge.
- 23. Denied. Prestamos denies the allegations in Paragraph 23 for lack of knowledge.
- 24. Denied. Prestamos denies the allegations in Paragraph 24 for lack of knowledge.
- 25. Denied. Prestamos denies the allegations in Paragraph 25 for lack of knowledge.
- 26. Denied. Prestamos denies the allegations in Paragraph 26 for lack of knowledge.
- 27. Denied. Prestamos denies the allegations in Paragraph 27 for lack of knowledge.
- 28. Denied. Prestamos denies the allegations in Paragraph 28 for lack of knowledge.
- 29. Denied. Prestamos denies the allegations in Paragraph 29 for lack of knowledge.
- 30. Denied. Prestamos denies the allegations in Paragraph 30 for lack of knowledge.

31. Denied. Prestamos denies the allegations in Paragraph 31 for lack of knowledge.

32. Denied. Prestamos denies the allegations in Paragraph 32 for lack of knowledge.

33. Denied. Prestamos denies the allegations in Paragraph 33 for lack of knowledge.

34. Denied. Prestamos denies the allegations in Paragraph 34 for lack of knowledge.

35. Denied. Prestamos denies the allegations in Paragraph 35 for lack of knowledge.

36. Admitted in part, denied in part. Admitted that Prestamos is a limited liability company organized under the laws of the State of Arizona, with its principal place of business at 1024 E. Buckeye Road, Suite 270, Phoenix, Arizona 85034, with additional offices in Tucson, Arizona, and Las Vegas and Reno, Nevada. Denied that Prestamos currently has an office in Santa Fe, New Mexico.

37. Admitted in part, denied in part. Admitted as to the first sentence of Paragraph 37. By way of further answer, CPLC is registered in Arizona as a domestic nonprofit corporation. Arizona Corporation Commission website is a writing and speaks for itself and the remaining allegations of Paragraph 37 are denied to the extent they are inconsistent therewith.

38. Admitted in part, denied in part. Admitted that David Adame (“Adame”) was CPLC’s CEO and President throughout 2021, and that Adame served on Prestamos’s Board of Directors and Community Advisory Board throughout 2021. Admitted that Adame resigned from his position as CEO and President of CPLC on or about October 6, 2023. Prestamos respectfully refers the Court to the cited articles for the complete and accurate text thereof, although Prestamos lacks knowledge or information sufficient to form a belief about the truth every statement in the subject writing and, therefore, denies Plaintiffs’ characterizations thereof. The allegations of Paragraph 38 are denied to the extent they are inconsistent therewith. The remaining allegations

of Paragraph 38 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the remaining allegations in Paragraph 38.

39. Admitted in part, denied in part. Admitted that Alicia Nunez (“Nunez”) succeeded Adame as President and CEO of CPLC, and that Nunez had previously served as CPLC’s Executive Vice President and CFO. The remaining allegations of Paragraph 39 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the remaining allegations in Paragraph 39.

Jurisdiction & Venue

40. Paragraph 40 calls for legal conclusions, to which no answer is required.

41. Admitted in part, denied in part. Admitted only that Prestamos has entered into PPP loan agreements with PPP borrowers in the Eastern District of Pennsylvania and satisfied the requirements under those agreements. The remaining allegations of Paragraph 41 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the remaining allegations in Paragraph 41.

42. Denied. The allegations of Paragraph 42 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 42.

43. Admitted in part, denied in part. It is admitted that Prestamos received some loan processing fees for loans associated with this District. It is denied that Prestamos received any fees “on the backs of resident business owners.” Prestamos denies the remaining allegations in Paragraph 43.

44. Denied. The allegations of Paragraph 44 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 44.

45. Admitted in part, denied in part. Admitted that Prestamos's role is not limited to entering into standard form loan agreement contracts and funding the loans. Further, it is admitted that the cited regulations include the quoted text. Prestamos respectfully refers the Court to the cited regulations for the complete and accurate text thereof. The remaining allegations of Paragraph 45 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the remaining allegations in Paragraph 45.

46. Denied. The allegations of Paragraph 46 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 46.

47. Denied. The allegations of Paragraph 47 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 47.

48. Denied. The allegations of Paragraph 48 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 48.

Additional Factual Allegations

Background Concerning the COVID-19 Pandemic and the PPP

49. Admitted.

50. Admitted in part, denied in part. Admitted only that Congress passed the CARES Act in response to the COVID-19 pandemic. The CARES Act is a writing and speaks for itself.

The allegations of Paragraph 50 are denied to the extent they are inconsistent therewith. The allegations of Paragraph 50 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 50 except as expressly admitted herein.

51. Admitted in part, denied in part. Admitted only that Congress passed the CARES Act in response to the COVID-19 pandemic. The CARES Act is a writing and speaks for itself. The allegations of Paragraph 51 are denied to the extent they are inconsistent therewith. The allegations of Paragraph 51 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 51 except as expressly admitted herein.

52. Admitted in part, denied in part. Admitted only that Congress passed the CARES Act in response to the COVID-19 pandemic. The CARES Act is a writing and speaks for itself. The allegations of Paragraph 52 are denied to the extent they are inconsistent therewith. The allegations of Paragraph 52 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 52 except as expressly admitted herein.

53. Admitted in part, denied in part. Admitted only that the CARES Act permits SBA to guarantee loans under the PPP and that the Act provides for forgiveness of up to the full principal amount of qualifying loans. The CARES Act is a writing that speaks for itself and the remaining allegations of this paragraph are denied to the extent they are inconsistent therewith. The allegations of Paragraph 53 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 53 except as expressly admitted herein.

54. Admitted in part, denied in part. Admitted only that the legislative renewals, modifications, and extensions of the PPP referenced in Paragraph 54 were signed into law, enacted, or otherwise put into effect. The legislative renewals, modifications, and extensions of the PPP are writings that speak for themselves. The allegations of Paragraph 54 are denied to the extent they are inconsistent therewith. The allegations of Paragraph 54 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 54 except as expressly admitted herein.

55. Denied. The CARES Act and related regulations are writings that speak for themselves and the allegations of Paragraph 55 are denied to the extent they are inconsistent therewith. The allegations of Paragraph 55 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 55 except as expressly admitted herein.

56. Admitted in part, denied in part. Admitted only that the Economic Aid to Hard-Hit Small Business, Nonprofits, and Venus Act (the “Economic Aid Act”) was enacted on December 27, 2020. The Economic Aid Act is a writing and speaks for itself. The allegations of Paragraph 56 are denied to the extent they are inconsistent therewith. The allegations of Paragraph 56 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 56 except as expressly admitted herein.

57. Admitted in part, denied in part. Admitted only that Congress passed the CARES Act in response to the COVID-19 pandemic. The CARES Act is a writing and speaks for itself. The allegations of Paragraph 57 are denied to the extent they are inconsistent therewith. The allegations of Paragraph 57 state legal conclusions, to which no response is required, but, to the

extent a response is required, Prestamos denies the allegations in Paragraph 57 except as expressly admitted herein.

58. Admitted in part, denied in part. Admitted only that the cited statistics appear in the SBA Procedural Notice, Control No. 5000-20091 (Feb 8, 2021) (“SBA Procedural Notice”). Prestamos respectfully refers the Court to the SBA Procedural Notice for the complete and accurate text thereof. The allegations of Paragraph 58 are denied to the extent they are inconsistent therewith. The allegations of Paragraph 58 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 58 except as expressly admitted herein.

59. Denied. The Economic Aid Act is a writing that speaks for itself. The allegations of Paragraph 59 are denied to the extent they are inconsistent therewith. The allegations of Paragraph 59 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 59 except as expressly admitted herein.

60. Denied. Prestamos lacks knowledge as to what all PPP lenders received.

61. Admitted in part, denied in part. Admitted only that on February 8, 2021 the SBA issued a new notice setting forth the procedure for how lenders would be paid PPP loan fees by the SBA. The SBA Form 2483 and SBA Form 2483-SD are writings and speak for themselves. The allegations of Paragraph 61 are denied to the extent they are inconsistent therewith. The allegations of Paragraph 61 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 61 except as expressly admitted herein.

62. Denied. Prestamos lacks knowledge as to whether SBA issued a ten-digit loan identification number for every borrower’s loan with respect to every lender. The allegations of

Paragraph 62 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 62.

63. Admitted in part, denied in part. Admitted only that the cited regulation includes the quoted text. Prestamos respectfully refers the Court to the cited regulation for the complete and accurate text thereof. The remaining allegations of Paragraph 63 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies remaining the allegations in Paragraph 63.

64. Admitted in part, denied in part. Admitted only that the cited regulation includes the quoted text. Prestamos respectfully refers the Court to the cited regulation for the complete and accurate text thereof. The remaining allegations of Paragraph 64 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the remaining allegations in Paragraph 64.

65. Admitted in part, denied in part. Admitted that SBA regulations did not address all circumstances requiring a loan to be cancelled, and that PPP lenders are required to submit a SBA Form 1502 after a PPP loan is funded. The SBA Form 1502 is a writing and speaks for itself. The remaining allegations of Paragraph 65 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the remaining allegations in Paragraph 65.

66. Denied. Prestamos lacks knowledge as to the issues that were important to every PPP loan applicant for every lender.

67. Denied. The allegations of Paragraph 67 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 67.

68. Denied. The allegations of Paragraph 68 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 68.

69. Denied. The allegations of Paragraph 69 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 69.

70. Denied. The allegations of Paragraph 70 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 70.

71. Denied. The SBA Form 1502 is a writing and speaks for itself. The allegations of Paragraph 71 are denied to the extent they are inconsistent therewith. The remaining allegations of Paragraph 71 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 71.

72. Admitted in part, denied in part. Admitted only that Form 1502 contains the quoted language. Form 1502 is a writing that speaks for itself. The allegations of Paragraph 72 are denied to the extent they are inconsistent therewith. The allegations in Paragraph 72 are also denied to the extent they are legal conclusions.

73. Admitted in part, denied in part. Admitted only that the SBA approved Plaintiffs for PPP loans and assigned Plaintiffs SBA loan numbers. The remaining allegations in Paragraph 73 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 73.

74. Admitted in part, denied in part. Admitted that certain PPP loans were eligible to be forgiven under certain circumstances, and that the cited statistics appear on the SBA website.

Prestamos respectfully refers the Court to the SBA website for the current accurate statistics. The allegations of Paragraph 74 are denied to the extent they are inconsistent therewith.

75. Denied. The allegations of Paragraph 75 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 75.

76. Admitted in part, denied in part. Admitted only that the language quoted in Paragraph 76 appears in the Note attached to the TAC as Exhibit A. The Note attached to the TAC as Exhibit A is a writing that speaks for itself. The allegations of Paragraph 76 are denied to the extent they are inconsistent therewith. The allegations in Paragraph 76 are also denied to the extent they are legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 76.

Background Concerning Defendants

77. Denied.

78. Admitted.

79. Admitted in part, denied in part. Admitted only that the CPLC website includes the quoted language. The CPLC website is a writing and speaks for itself. The allegations of Paragraph 79 are denied to the extent they are inconsistent therewith.

80. Admitted.

81. Admitted in part, denied in part. Admitted only that CPLC submitted a Form 990 in 2019. CPLC's 2019 Form 990 is a writing and speaks for itself. The allegations of Paragraph 81 are denied to the extent they are inconsistent therewith.

82. Admitted.

83. Admitted.

84. Admitted in part, denied in part. Admitted only that the Prestamos and CPLC websites contain the quoted language. The Prestamos and CPLC websites are writings and speak for themselves. The allegations of Paragraph 84 are denied to the extent they are inconsistent therewith. The allegations in Paragraph 84 are also denied to the extent they are legal conclusions.

85. Admitted in part, denied in part. It is admitted only that CPLC's Consolidated Financial Statements and Supplementary Information for the fiscal year July 1, 2019 – June 30, 2020 contain the quoted language. The remaining allegations of Paragraph 85 are denied and denied as conclusions of law to which no response is required.

86. Denied.

87. Denied. The allegations of Paragraph 87 are denied because Prestamos lacks knowledge as to the processing fees of other lenders.

88. Denied. The allegations of Paragraph 88 are denied because Prestamos lacks knowledge as to what other PPP lenders collected. Moreover, the 2021 PPP lender fee schedule is a writing and speaks for itself. The allegations of Paragraph 88 are denied to the extent they are inconsistent therewith.

89. Admitted in part, denied in part. Admitted only that Prestamos collected processing fees for PPP loans that were valued at less than \$50,000. By way of further answer, the SBA strongly encouraged CDFIs, like Prestamos, and minority-, women-, veteran-, and military-owned lenders to apply to become PPP lenders in order to reach diverse, small businesses. The remaining allegations of Paragraph 89 are denied.

90. Admitted in part, denied in part. Admitted only that CPLC and/or Prestamos contracted with Blue Acorn PPP, LLC ("Blueacorn") in 2021. The contract between CPLC and/or

Prestamos and Blueacorn is a writing and speaks for itself. The allegations of Paragraph 90 are denied to the extent they are inconsistent therewith.

91. Denied. Prestamos lacks knowledge or information sufficient to form a belief about the truth of the allegation this Paragraph and therefore it is denied.

92. Denied. The allegations of Paragraph 92 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 92.

93. Denied. The allegations of Paragraph 93 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 93.

94. Denied. Prestamos lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 94 and therefore they are denied. The allegations of Paragraph 94 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 94.

95. Admitted in part, denied in part. It is admitted only that Blueacorn received certain fees pursuant to its contract with Prestamos to serve as a lender service provider for PPP lending. The remaining allegations of Paragraph 95 are denied because Blueacorn's contracts with Prestamos are writings that speak for themselves. The allegations of Paragraph 95 are denied to the extent they are inconsistent therewith. The remaining allegations of Paragraph 95 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the remaining allegations in Paragraph 95.

Defendants Exploit PPP Lending¹

96. Admitted in part, denied in part. Admitted only that Adame, Gonzalez, and Nunez were senior executives of CPLC and members of Prestamos's Board of Directors and that Martinez served as CPLC's Executive Vice President and Prestamos's President. The remaining allegations of Paragraph 96 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the remaining allegations in Paragraph 96.

97. Admitted in part, denied in part. Admitted only that the cited statistics appear on the SBA website. It is specifically denied that Prestamos "exploited the increased fees to be paid by the SBA." By way of further answer, Prestamos lawfully obtained, administered, disbursed, and otherwise accounted for all PPP-related funds that it received or borrowed from the U.S. government. The remaining allegations of Paragraph 97 are denied.

98. Admitted in part, denied in part. Admitted only that the cited article states that Prestamos would collect \$1.2 billion in fees in 2021. Prestamos respectfully refers the Court to the cited article for the complete and accurate text thereof, although Prestamos lacks knowledge or information sufficient to form a belief about the truth every statement in the subject writing and, therefore, denies Plaintiffs' characterizations thereof. By way of further answer, Prestamos lawfully obtained, administered, disbursed, and otherwise accounted for all PPP-related funds that it received or borrowed from the U.S. government. The remaining allegations in Paragraph 98 are denied.

¹ To the extent this section header is deemed an allegation, it is denied.

99. Denied. The allegations of Paragraph 99 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the remaining allegations in Paragraph 99.

100. Admitted in part, denied in part. Admitted only that the quoted language appears on CPLC's website. Prestamos respectfully refers the Court to CPLC's website for the complete and accurate text thereof. The allegations of Paragraph 100 are denied to the extent they are inconsistent therewith. Denied that CPLC "blurred the distinction" between it and Prestamos. It is further denied that CPLC "touted the success of Prestamos's PPP lending as its own." Moreover, the remaining allegations of Paragraph 100 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the remaining allegations in Paragraph 100.

101. Denied. The allegations of Paragraph 101 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 101. Prestamos further denies that it "improperly enriched itself and its leadership." By way of further answer, Prestamos lawfully obtained, administered, disbursed, and otherwise accounted for all PPP-related funds that it received or borrowed from the U.S. government.

102. Admitted in part, denied in part. Admitted only that the quoted language appears in the cited New York Times article. Prestamos respectfully refers the Court to the New York Times article for the complete and accurate text thereof, although Prestamos lacks knowledge or information sufficient to form a belief about the truth every statement in the subject writing and, therefore, denies Plaintiffs' characterizations thereof. By way of further answer, the SBA strongly encouraged CDFIs, like Prestamos, and minority-, women-, veteran-, and military-owned lenders to apply to become PPP lenders in order to reach diverse, small businesses.

Prestamos's Participation in the PPP Liquidity Facility

103. Admitted in part, denied in part. Admitted only that in order to issue a PPP loan, Prestamos lent its own money that it borrowed, with interest, from the Federal Reserve Bank through the PPP Liquidity Facility ("PPPLF"). The remaining allegations of Paragraph 103 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 103.

104. Admitted in part, denied in part. Admitted only that the quoted language appears on the Federal Reserve website. Prestamos respectfully refers the Court to the Federal Reserve website for the complete and accurate text thereof. The allegations of Paragraph 104 are denied to the extent they are inconsistent therewith. The allegations of Paragraph 104 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 104 except as expressly admitted herein.

105. Admitted in part, denied in part. Admitted only that the quoted language appears on the Federal Reserve website. Prestamos respectfully refers the Court to the Federal Reserve website for the complete and accurate text thereof. The allegations of Paragraph 105 are denied to the extent they are inconsistent therewith. The allegations of Paragraph 105 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 105 except as expressly admitted herein.

106. Admitted in part, denied in part. Admitted only that the cited information appears on the Federal Reserve website. Prestamos respectfully refers the Court to the Federal Reserve website for the complete and accurate text thereof. The allegations of Paragraph 106 are denied to the extent they are inconsistent therewith.

107. Admitted in part, denied in part. Admitted only that the cited information appears on the Federal Reserve website. Prestamos respectfully refers the Court to the Federal Reserve

website for the complete and accurate text thereof. The allegations of Paragraph 107 are denied to the extent they are inconsistent therewith. The allegations of Paragraph 107 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 107 except as expressly admitted herein.

108. Admitted in part, denied in part. Admitted only that Prestamos received advances through the PPPLF. Advances through the PPPLF are documented in writings, which speak for themselves. The allegations of Paragraph 108 are denied to the extent they are inconsistent therewith. The remaining allegations of Paragraph 108 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 108.

109. Denied. Prestamos denies that it made any false representations. The remaining allegations of Paragraph 109 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 109. By way of further answer, Prestamos lawfully obtained, administered, disbursed, and otherwise accounted for all PPP-related funds that it received or borrowed from the U.S. government.

110. Admitted in part, denied in part. Admitted only that in order to issue a PPP loan, Prestamos lent its own money that it borrowed, with interest, from the Federal Reserve Bank through the PPPLF. Advances through the PPPLF are documented in writings, which speak for themselves. The allegations of Paragraph 110 are denied to the extent they are inconsistent therewith.

111. Admitted in part, denied in part. Admitted only that in order to issue a PPP loan, Prestamos lent its own money that it borrowed, with interest, from the Federal Reserve Bank through the PPPLF. Advances through the PPPLF are documented in writings, which speak for themselves. The allegations of Paragraph 111 are denied to the extent they are inconsistent therewith.

112. Admitted in part, denied in part. Admitted only that Prestamos received advances through the PPPLF. Advances through the PPPLF are documented in writings, which speak for themselves. The allegations of Paragraph 112 are denied to the extent they are inconsistent therewith.

113. Admitted in part, denied in part. Admitted only that the cited information appears on the Federal Reserve website. Prestamos respectfully refers the Court to the Federal Reserve website for the complete and accurate text thereof. The allegations of Paragraph 113 are denied to the extent they are inconsistent therewith.

114. Admitted in part, denied in part. Admitted only that in order to issue a PPP loan, Prestamos lent its own money that it borrowed, with interest, from the Federal Reserve Bank through the PPPLF. It is further admitted only that Prestamos borrowed over \$7.1 billion through the PPPLF in 2021. The remaining allegations of Paragraph 114 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 114. By way of further answer, Prestamos lawfully obtained, administered, disbursed, and otherwise accounted for all PPP-related funds that it received or borrowed from the U.S. government.

115. Denied. The allegations of Paragraph 115 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 115. By way of further answer, Prestamos lawfully obtained, administered, disbursed, and otherwise accounted for all PPP-related funds that it received or borrowed from the U.S. government.

Prestamos's Failure to Fund Plaintiff Marshall's PPP Loan

116. Denied. Prestamos denies the allegations in Paragraph 116 for lack of knowledge.

117. Denied. Prestamos denies the allegations in Paragraph 117 for lack of knowledge.

118. Admitted in part, denied in part. Admitted only that Marshall applied for a PPP loan with Prestamos. The remaining allegations of Paragraph 118 are denied.

119. Denied. The allegations of Paragraph 119 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 119.

120. Denied. The allegations of Paragraph 120 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Marshall's Note for the complete and accurate text thereof. The allegations of Paragraph 120 are denied to the extent they are inconsistent therewith. The allegations of Paragraph 120 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 120.

121. Admitted.

122. Admitted.

123. Denied. The allegations of Paragraph 123 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Marshall's Note for the complete and accurate text thereof. The allegations of Paragraph 123 are denied to the extent they are inconsistent therewith. The allegations of Paragraph 123 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 123.

124. Admitted in part, denied in part. Admitted only that Marshall signed and returned the loan documents. Prestamos denies the remaining allegations in Paragraph 124 for lack of knowledge. The allegations of Paragraph 124 state legal conclusions, to which no response is

required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 124.

125. Denied. The allegations of Paragraph 125 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 106.

126. Denied. Prestamos denies the allegations in Paragraph 126 for lack of knowledge.

127. Denied. Prestamos denies the allegations in Paragraph 127 for lack of knowledge.

128. Denied. Prestamos denies the allegations in Paragraph 128 for lack of knowledge.

129. Denied. After reasonable investigation, Prestamos lacks knowledge or information sufficient to form a belief about the truth of this allegation and therefore it is denied.

130. Admitted in part, denied in part. Admitted only that Marshall did not receive PPP loan proceeds from Prestamos. By way of further answer, SBA's records are writings and speak for themselves. The allegations of Paragraph 130 are denied to the extent they are inconsistent therewith. The allegations of Paragraph 130 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 130 except as expressly admitted herein.

131. Denied. Prestamos denies that it "falsely reported" any information or submitted any "false data" to the SBA. Prestamos denies the remaining allegations in Paragraph 131 for lack of knowledge. The remaining allegations of Paragraph 131 also state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 131.

132. Denied. The allegations of Paragraph 132 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 132.

133. Denied. Prestamos denies the allegations in Paragraph 133 for lack of knowledge.

134. Admitted in part, denied in part. Admitted only that Marshall did not receive PPP loan proceeds from Prestamos. The remaining allegations in Paragraph 134 are denied for lack of knowledge. The allegations of Paragraph 134 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 134 except as expressly admitted herein.

135. Denied. The allegations of Paragraph 135 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 135.

136. Denied. The allegations of Paragraph 136 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 136.

137. Denied. Prestamos denies that its actions are the reason why Plaintiff did not receive loan funds. The allegations of Paragraph 137 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 137.

138. Denied. The allegations of Paragraph 138 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 138.

139. Denied. The allegations of Paragraph 139 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 139.

Prestamos's Failure to Fund Plaintiff Pronsky's PPP Loan

140. Denied. Prestamos denies the allegations in Paragraph 140 for lack of knowledge.

141. Denied. Prestamos denies the allegations in Paragraph 141 for lack of knowledge.

142. Denied. Prestamos denies the allegations in Paragraph 142 for lack of knowledge.

143. Admitted in part, denied in part. Admitted only that Pronsky applied for a PPP loan with Prestamos. The remaining allegations of Paragraph 143 are denied.

144. Admitted.

145. Admitted.

146. Denied. The allegations of Paragraph 146 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Pronsky's Note for the complete and accurate text thereof. The allegations of Paragraph 146 are denied to the extent they are inconsistent therewith.

147. Admitted in part, denied in part. Admitted only that Pronsky signed and returned the loan documents. Prestamos denies the remaining allegations in Paragraph 147 for lack of knowledge. The allegations of Paragraph 147 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 147 except as expressly admitted herein.

148. Denied. Prestamos denies that it "falsely reported" any information to the SBA. The remaining allegations of Paragraph 148 state legal conclusions, to which no response is

required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 148.

149. Denied. The allegations of Paragraph 149 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 149 for lack of knowledge.

Prestamos's Failure to Fund Plaintiff Townsend's PPP Loan

150. Denied. Prestamos denies the allegations in Paragraph 150 for lack of knowledge.

151. Denied. Prestamos denies the allegations in Paragraph 151 for lack of knowledge.

152. Admitted.

153. Admitted.

154. Admitted.

155. Denied. The allegations of Paragraph 155 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Townsend's Note for the complete and accurate text thereof. The allegations of Paragraph 155 are denied to the extent they are inconsistent therewith.

156. Admitted in part, denied in part. Admitted only that Townsend signed and returned the loan documents. Prestamos denies the remaining allegations in Paragraph 156 for lack of knowledge. The allegations of Paragraph 156 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 156 except as expressly admitted herein.

157. Denied. Prestamos denies that it "falsely reported" any information to the SBA. The remaining allegations of Paragraph 157 state legal conclusions to which no response is

required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 157.

158. Denied. The allegations of Paragraph 158 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 158 for lack of knowledge.

Prestamos's Failure to Fund Plaintiff Holland's PPP Loan

159. Denied. Prestamos denies the allegations in Paragraph 159 for lack of knowledge.

160. Denied. Prestamos denies the allegations in Paragraph 160 for lack of knowledge.

161. Admitted in part, denied in part. Admitted only that Holland applied for a PPP loan with Prestamos. The remaining allegations of Paragraph 161 are denied.

162. Admitted.

163. Admitted.

164. Denied. The allegations of Paragraph 164 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Holland's Note for the complete and accurate text thereof. The allegations of Paragraph 164 are denied to the extent they are inconsistent therewith.

165. Admitted in part, denied in part. Admitted only that Holland signed and returned the loan documents. Prestamos denies the remaining allegations in Paragraph 165 for lack of knowledge. The allegations of Paragraph 165 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 165 except as expressly admitted herein.

166. Denied. Prestamos denies that it "falsely reported" any information to the SBA. The remaining allegations of Paragraph 166 state legal conclusions, to which no response is

required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 166.

167. Denied. After reasonable investigation, Prestamos lacks knowledge or information sufficient to form a belief about the truth of this allegation and therefore it is denied.

168. Denied. After reasonable investigation, Prestamos lacks knowledge or information sufficient to form a belief about the truth of this allegation and therefore it is denied.

169. Denied. After reasonable investigation, Prestamos lacks knowledge or information sufficient to form a belief about the truth of this allegation and therefore it is denied.

170. Denied. After reasonable investigation, Prestamos lacks knowledge or information sufficient to form a belief about the truth of this allegation and therefore it is denied.

171. Denied. The allegations of Paragraph 171 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 171 for lack of knowledge.

172. Denied. The allegations of Paragraph 172 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 172 for lack of knowledge.

Prestamos's Failure to Fund Plaintiff Owsley's PPP Loan

173. Denied. Prestamos denies the allegations in Paragraph 173 for lack of knowledge.

174. Denied. Prestamos denies the allegations in Paragraph 174 for lack of knowledge.

175. Admitted in part, denied in part. Admitted only that Owsley applied for a PPP loan with Prestamos in or about May 2021. The remaining allegations of Paragraph 175 are denied.

176. Admitted.

177. Admitted.

178. Denied. The allegations of Paragraph 178 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Owsley's Note for the complete and accurate text thereof. The allegations of Paragraph 178 are denied to the extent they are inconsistent therewith.

179. Admitted in part, denied in part. Admitted only that Owsley signed and returned the loan documents. Prestamos denies the remaining allegations in Paragraph 179 for lack of knowledge. The allegations of Paragraph 179 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 179.

180. Denied. Prestamos denies that it "falsely reported" any information to the SBA. The remaining allegations of Paragraph 180 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 180.

181. Denied. The allegations of Paragraph 181 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 181 for lack of knowledge.

Prestamos's Failure to Fund Plaintiff Ahmadou's PPP Loan

182. Denied. Prestamos denies the allegations in Paragraph 182 for lack of knowledge.

183. Denied. Prestamos denies the allegations in Paragraph 183 for lack of knowledge.

184. Admitted in part, denied in part. Admitted only that Ahmadou applied for a PPP loan with Prestamos. The remaining allegations of Paragraph 184 are denied.

185. Admitted.

186. Admitted.

187. Denied. The allegations of Paragraph 187 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Ahmadou's Note for the complete and accurate text thereof. The allegations of Paragraph 187 are denied to the extent they are inconsistent therewith.

188. Denied. After reasonable investigation, Prestamos lacks knowledge or information sufficient to form a belief about the truth of this allegation and therefore it is denied. The allegations of Paragraph 188 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 188.

189. Denied. Prestamos denies that it "falsely reported" any information to the SBA. The remaining allegations of Paragraph 189 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 189.

190. Denied. The allegations of Paragraph 190 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 190 for lack of knowledge.

Prestamos's Failure to Fund Plaintiff Dervin's PPP Loan

191. Denied. Prestamos denies the allegations in Paragraph 191 for lack of knowledge.

192. Denied. Prestamos denies the allegations in Paragraph 192 for lack of knowledge.

193. Admitted in part, denied in part. Admitted only that Dervin applied for a PPP loan with Prestamos. The remaining allegations of Paragraph 193 are denied.

194. Admitted.

195. Admitted.

196. Denied. The allegations of Paragraph 196 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Dervin's Note for the complete and accurate text thereof. The allegations of Paragraph 196 are denied to the extent they are inconsistent therewith.

197. Denied. After reasonable investigation, Prestamos lacks knowledge or information sufficient to form a belief about the truth of this allegation and therefore it is denied. The allegations of Paragraph 197 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 197.

198. Denied. Prestamos denies that it "falsely reported" any information to the SBA. The remaining allegations of Paragraph 198 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 198.

199. Denied. The allegations of Paragraph 199 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 199 for lack of knowledge.

Prestamos's Failure to Fund Plaintiff Henderson's PPP Loan

200. Denied. Prestamos denies the allegations in Paragraph 200 for lack of knowledge.

201. Denied. Prestamos denies the allegations in Paragraph 201 for lack of knowledge.

202. Admitted in part, denied in part. Admitted only that Henderson applied for a PPP loan with Prestamos. The remaining allegations of Paragraph 202 are denied.

203. Admitted.

204. Admitted.

205. Denied. The allegations of Paragraph 205 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Henderson's Note for the complete and accurate text thereof. The allegations of Paragraph 205 are denied to the extent they are inconsistent therewith.

206. Denied. After reasonable investigation, Prestamos lacks knowledge or information sufficient to form a belief about the truth of this allegation and therefore it is denied. The allegations of Paragraph 206 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 206.

207. Denied. Prestamos denies that it "falsely reported" any information to the SBA. The remaining allegations of Paragraph 207 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 207.

208. Denied. The allegations of Paragraph 208 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 208 for lack of knowledge.

Prestamos's Failure to Fund Plaintiff Innis's PPP Loan

209. Denied. Prestamos denies the allegations in Paragraph 209 for lack of knowledge.

210. Denied. Prestamos denies the allegations in Paragraph 210 for lack of knowledge.

211. Admitted in part, denied in part. Admitted only that Innis applied for a PPP loan with Prestamos. The remaining allegations of Paragraph 211 are denied.

212. Admitted.

213. Admitted.

214. Denied. The allegations of Paragraph 214 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Innis's Note for the complete and accurate text thereof. The allegations of Paragraph 214 are denied to the extent they are inconsistent therewith.

215. Denied. After reasonable investigation, Prestamos lacks knowledge or information sufficient to form a belief about the truth of this allegation and therefore it is denied. The allegations of Paragraph 215 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 215.

216. Denied. Prestamos denies that it "falsely reported" any information to the SBA. The remaining allegations of Paragraph 216 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 216.

217. Admitted in part, denied in part. Admitted only that Innis did not receive PPP loan proceeds from Prestamos. By way of further answer, after reasonable investigation, Prestamos lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations of Paragraph 217 and therefore they are denied. The allegations of Paragraph 217 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 217.

218. Denied. After reasonable investigation, Prestamos lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 218 and therefore they are denied.

219. Admitted in part, denied in part. Admitted only that Innis did not receive PPP loan proceeds from Prestamos. After reasonable investigation, Prestamos lacks knowledge or

information sufficient to form a belief about the truth of the remaining allegations of Paragraph 219 and therefore they are denied. The allegations of Paragraph 219 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 219.

220. Denied. The allegations of Paragraph 220 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 220 for lack of knowledge.

Prestamos's Failure to Fund Plaintiff Stalnaker's PPP Loan

221. Denied. Prestamos denies the allegations in Paragraph 221 for lack of knowledge.

222. Denied. Prestamos denies the allegations in Paragraph 222 for lack of knowledge.

223. Admitted in part, denied in part. Admitted only that Stalnaker applied for a PPP loan with Prestamos. The remaining allegations of Paragraph 223 are denied.

224. Admitted.

225. Admitted.

226. Denied. The allegations of Paragraph 226 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Stalnaker's Note for the complete and accurate text thereof. The allegations of Paragraph 226 are denied to the extent they are inconsistent therewith.

227. Denied. After reasonable investigation, Prestamos lacks knowledge or information sufficient to form a belief about the truth of this allegation and therefore it is denied. The allegations of Paragraph 227 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 227.

228. Denied. Prestamos denies that it “falsely reported” any information to the SBA. The remaining allegations of Paragraph 228 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 228.

229. Denied. The allegations of Paragraph 229 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 229 for lack of knowledge.

Prestamos’s Failure to Fund Plaintiff Jones’s PPP Loan

230. Denied. Prestamos denies the allegations in Paragraph 230 for lack of knowledge.

231. Denied. Prestamos denies the allegations in Paragraph 231 for lack of knowledge.

232. Admitted in part, denied in part. Admitted only that Jones applied for a PPP loan with Prestamos. The remaining allegations of Paragraph 232 are denied.

233. Admitted.

234. Admitted.

235. Denied. The allegations of Paragraph 235 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Jones’s Note for the complete and accurate text thereof. The allegations of Paragraph 235 are denied to the extent they are inconsistent therewith.

236. Denied. After reasonable investigation, Prestamos lacks knowledge or information sufficient to form a belief about the truth of this allegation and therefore it is denied. The allegations of Paragraph 236 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 236.

237. Denied. Prestamos denies that it “falsely reported” any information to the SBA. The remaining allegations of Paragraph 237 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 237.

238. Denied. Prestamos denies the allegations in Paragraph 238 for lack of knowledge.

239. Admitted in part, denied in part. Admitted only that Jones did not receive PPP loan proceeds from Prestamos. The remaining allegations of Paragraph 239 are denied for lack of knowledge.

240. Denied. Prestamos denies the allegations in Paragraph 240 for lack of knowledge.

241. Denied. The allegations of Paragraph 241 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 241 for lack of knowledge.

Prestamos’s Failure to Fund Plaintiff Drevnak’s PPP Loan

242. Denied. Prestamos denies the allegations in Paragraph 242 for lack of knowledge.

243. Denied. Prestamos denies the allegations in Paragraph 243 for lack of knowledge.

244. Admitted in part, denied in part. Admitted only that Drevnak applied for a PPP loan with Prestamos. The remaining allegations of Paragraph 244 are denied.

245. Admitted.

246. Admitted.

247. Admitted in part, denied in part. Admitted only that Drevnak signed and returned the loan documents. Prestamos denies the remaining allegations in Paragraph 247 for lack of knowledge. The allegations of Paragraph 247 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 247.

248. Denied. Prestamos denies that it “falsely reported” any information to the SBA. The remaining allegations of Paragraph 248 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 248.

249. Denied. Prestamos denies that it provided any “false report” to the SBA. The remaining allegations of Paragraph 249 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 249.

250. Denied. Prestamos denies that it provided “false data” to the SBA. Prestamos denies the remaining allegations in Paragraph 250 for lack of knowledge. The remaining allegations of Paragraph 250 also state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 250.

251. Denied. Prestamos denies that its actions are the reason why Plaintiff did not receive loan funds. The allegations of Paragraph 251 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 251.

252. Denied. Prestamos denies that it improperly sought to collect payment of any PPP loans. The allegations of Paragraph 252 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 252.

253. Denied. The allegations of Paragraph 253 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 253. The allegations of Paragraph 253 are denied to the extent they seek to characterize a writing that speaks for itself.

254. Denied. The allegations of Paragraph 254 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Drevnak's email communications with Prestamos for the complete and accurate text thereof. The allegations of Paragraph 254 are denied to the extent they are inconsistent therewith.

255. Denied. The allegations of Paragraph 255 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 255.

256. Denied. The allegations of Paragraph 256 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 256.

257. Denied. Prestamos denies the allegations in Paragraph 257 for lack of knowledge.

258. Denied. The allegations of Paragraph 258 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Drevnak's communications with Prestamos for the complete and accurate text thereof. The allegations of Paragraph 258 are denied to the extent they are inconsistent therewith.

Prestamos's Failure to Fund Plaintiff Martin's PPP Loan

259. Denied. Prestamos denies the allegations in Paragraph 259 for lack of knowledge.

260. Denied. Prestamos denies the allegations in Paragraph 260 for lack of knowledge.

261. Admitted in part, denied in part. Admitted only that Martin applied for a PPP loan with Prestamos. The remaining allegations of Paragraph 261 are denied.

262. Admitted.

263. Admitted.

264. Denied. The allegations of Paragraph 264 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Martin's Note for the complete and accurate text thereof. The allegations of Paragraph 264 are denied to the extent they are inconsistent therewith.

265. Admitted in part, denied in part. Admitted only that Martin signed and returned the loan documents. Prestamos denies the remaining allegations in Paragraph 265 for lack of knowledge. The allegations of Paragraph 265 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 265 except as expressly admitted herein.

266. Denied. Prestamos denies that it "falsely reported" any information to the SBA. The remaining allegations of Paragraph 266 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 266.

267. Denied. The allegations of Paragraph 267 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 267.

268. Denied. The allegations of Paragraph 268 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 268.

269. Denied. Prestamos denies that it provided "false data" to the SBA. The remaining allegations of Paragraph 269 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 269.

270. Denied. The allegations of Paragraph 270 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 270.

271. Denied. The allegations of Paragraph 271 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 271.

Prestamos's Failure to Fund Plaintiff Beattie's PPP Loan

272. Denied. Prestamos denies the allegations in Paragraph 272 for lack of knowledge.

273. Denied. Prestamos denies the allegations in Paragraph 273 for lack of knowledge.

274. Admitted in part, denied in part. Admitted only that Beattie applied for a PPP loan with Prestamos. The remaining allegations of Paragraph 274 are denied.

275. Admitted.

276. Admitted.

277. Denied. The allegations of Paragraph 277 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Beattie's Note for the complete and accurate text thereof. The allegations of Paragraph 277 are denied to the extent they are inconsistent therewith.

278. Admitted in part, denied in part. Admitted only that Beattie signed and returned the loan documents. Prestamos denies the remaining allegations in Paragraph 278 for lack of knowledge. The allegations of Paragraph 278 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 278 except as expressly admitted herein.

279. Denied. Prestamos denies that it "falsely reported" any information to the SBA. The remaining allegations of Paragraph 279 state legal conclusions, to which no response is

required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 279.

280. Denied. The allegations of Paragraph 280 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 280.

281. Denied. Prestamos denies that it provided “false data” to the SBA. The remaining allegations of Paragraph 281 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 281.

282. Denied. The allegations of Paragraph 282 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 282.

283. Denied. The allegations of Paragraph 283 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 283.

Prestamos’s Failure to Fund Plaintiff Lloyd’s PPP Loan

284. Denied. Prestamos denies the allegations in Paragraph 284 for lack of knowledge.

285. Denied. Prestamos denies the allegations in Paragraph 285 for lack of knowledge.

286. Admitted in part, denied in part. Admitted only that Lloyd applied for a PPP loan with Prestamos in or about May 2021. The remaining allegations of Paragraph 286 are denied.

287. Admitted.

288. Admitted.

289. Denied. The allegations of Paragraph 289 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Lloyd’s

Note for the complete and accurate text thereof. The allegations of Paragraph 289 are denied to the extent they are inconsistent therewith.

290. Admitted in part, denied in part. Admitted only that Lloyd signed and returned the loan documents. Prestamos denies the remaining allegations in Paragraph 290 for lack of knowledge. The allegations of Paragraph 290 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 290.

291. Denied. Prestamos denies that it “falsely reported” any information to the SBA. The remaining allegations of Paragraph 291 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 291.

292. Denied. The allegations of Paragraph 292 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 292.

293. Denied. Prestamos denies that it provided “false data” to the SBA. The remaining allegations of Paragraph 293 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 293.

294. Denied. The allegations of Paragraph 294 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 294 for lack of knowledge.

295. Denied. Prestamos denies that it was the reason that plaintiffs or putative class members were unable to obtain forgiveness. The allegations of Paragraph 295 state legal

conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 295.

296. Denied. The allegations of Paragraph 296 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 296.

297. Denied. The allegations of Paragraph 297 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Lloyd's February 1, 2023 statement for the complete and accurate text thereof. The allegations of Paragraph 297 are denied to the extent they are inconsistent therewith.

298. Denied. The allegations of Paragraph 298 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Lloyd's email communications with Prestamos for the complete and accurate text thereof. The allegations of Paragraph 298 are denied to the extent they are inconsistent therewith.

299. Denied. The allegations of Paragraph 299 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 299.

300. Denied. The allegations of Paragraph 300 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 300.

Prestamos's Failure to Fund Plaintiff Johnson's PPP Loan

301. Denied. Prestamos denies the allegations in Paragraph 301 for lack of knowledge.

302. Denied. Prestamos denies the allegations in Paragraph 302 for lack of knowledge.

303. Admitted in part, denied in part. Admitted only that Johnson applied for a PPP loan with Prestamos. The remaining allegations of Paragraph 303 are denied.

304. Admitted

305. Admitted.

306. Denied. The allegations of Paragraph 306 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Johnson's Note for the complete and accurate text thereof. The allegations of Paragraph 306 are denied to the extent they are inconsistent therewith.

307. Denied. After reasonable investigation, Prestamos lacks knowledge or information sufficient to form a belief about the truth of this allegation and therefore it is denied. The allegations of Paragraph 307 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 307.

308. Denied. Prestamos denies that it "falsely reported" any information to the SBA. The remaining allegations of Paragraph 308 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 308.

309. Denied. The allegations of Paragraph 309 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 309.

310. Denied. The allegations of Paragraph 310 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 310.

311. Denied. Prestamos denies that it provided “false data” to the SBA. The remaining allegations of Paragraph 311 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 311.

312. Denied. The allegations of Paragraph 312 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 312 for lack of knowledge.

Prestamos’s Failure to Fund Plaintiff Marvel’s PPP Loan

313. Denied. Prestamos denies the allegations in Paragraph 313 for lack of knowledge.

314. Denied. Prestamos denies the allegations in Paragraph 314 for lack of knowledge.

315. Admitted in part, denied in part. Admitted only that Marvel applied for a PPP loan with Prestamos. The remaining allegations of Paragraph 315 are denied.

316. Admitted.

317. Admitted.

318. Denied. The allegations of Paragraph 318 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Marvel’s Note for the complete and accurate text thereof. The allegations of Paragraph 318 are denied to the extent they are inconsistent therewith.

319. Denied. After reasonable investigation, Prestamos lacks knowledge or information sufficient to form a belief about the truth of this allegation and therefore it is denied. The allegations of Paragraph 319 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 319.

320. Denied. Prestamos denies that it “falsely reported” any information to the SBA. The remaining allegations of Paragraph 320 state legal conclusions, to which no response is

required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 320.

321. Denied. The allegations of Paragraph 321 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 321.

322. Denied. The allegations of Paragraph 322 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 322 for lack of knowledge.

323. Denied. Prestamos denies that it provided “false data” to the SBA. The remaining allegations of Paragraph 323 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 323.

324. Denied. The allegations of Paragraph 324 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 324 for lack of knowledge.

325. Denied. Prestamos denies that it was the reason that plaintiffs or putative class members were unable to obtain forgiveness. The allegations of Paragraph 325 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 325.

Prestamos’s Failure to Fund Plaintiff Grichar’s PPP Loan

326. Denied. Prestamos denies the allegations in Paragraph 326 for lack of knowledge.

327. Denied. Prestamos denies the allegations in Paragraph 327 for lack of knowledge

328. Admitted in part, denied in part. Admitted only that Grichar applied for a PPP loan with Prestamos in or about May 2021. The remaining allegations of Paragraph 328 are denied.

329. Admitted.

330. Admitted.

331. Denied. The allegations of Paragraph 331 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Grichar's Note for the complete and accurate text thereof. The allegations of Paragraph 331 are denied to the extent they are inconsistent therewith.

332. Denied. After reasonable investigation, Prestamos lacks knowledge or information sufficient to form a belief about the truth of this allegation and therefore it is denied. The allegations of Paragraph 332 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 332.

333. Denied. Prestamos denies that it "falsely reported" any information to the SBA. The remaining allegations of Paragraph 333 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 333.

334. Denied. The allegations of Paragraph 334 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 334 for lack of knowledge.

335. Denied. The allegations of Paragraph 335 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 335 for lack of knowledge.

336. Denied. Prestamos denies that it provided "false data" to the SBA. The remaining allegations of Paragraph 336 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 336.

337. Denied. The allegations of Paragraph 337 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 337 for lack of knowledge.

Prestamos's Failure to Fun Plaintiff Horne's PPP Loan

338. Denied. Prestamos denies the allegations in Paragraph 338 for lack of knowledge.

339. Denied. Prestamos denies the allegations in Paragraph 339 for lack of knowledge.

340. Admitted in part, denied in part. Admitted only that Horne applied for a PPP loan with Prestamos in or about May 2021. The remaining allegations of Paragraph 340 are denied.

341. Admitted.

342. Admitted.

343. Denied. The allegations of Paragraph 343 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Horne's Note for the complete and accurate text thereof. The allegations of Paragraph 343 are denied to the extent they are inconsistent therewith.

344. Denied. After reasonable investigation, Prestamos lacks knowledge or information sufficient to form a belief about the truth of this allegation and therefore it is denied. The allegations of Paragraph 344 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 344.

345. Denied. Prestamos denies that it "falsely reported" any information to the SBA. The remaining allegations of Paragraph 345 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 345.

346. Denied. The allegations of Paragraph 346 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 346.

347. Denied. Prestamos denies that it provided “false data” to the SBA. The remaining allegations of Paragraph 347 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 347.

348. Denied. The allegations of Paragraph 348 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 348 for lack of knowledge.

Prestamos’s Failure to Fund Plaintiff Etuknwa’s PPP Loan

349. Denied. Prestamos denies the allegations in Paragraph 349 for lack of knowledge.

350. Denied. Prestamos denies the allegations in Paragraph 350 for lack of knowledge.

351. Denied. Prestamos denies the allegations in Paragraph 351 for lack of knowledge.

352. Denied. Prestamos denies the allegations in Paragraph 352 for lack of knowledge.

353. Denied. Prestamos denies the allegations in Paragraph 353 for lack of knowledge.

354. Denied. Prestamos denies the allegations in Paragraph 354 for lack of knowledge.

355. Denied. After reasonable investigation, Prestamos lacks knowledge or information sufficient to form a belief about the truth of this allegation and therefore it is denied. The allegations of Paragraph 355 also state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 355.

356. Denied. Prestamos denies that it “falsely reported” any information to the SBA. The remaining allegations of Paragraph 356 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 356.

357. Denied. The allegations of Paragraph 357 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 357.

358. Denied. Prestamos denies that it provided “false data” to the SBA. The remaining allegations of Paragraph 358 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 358.

359. Denied. The allegations of Paragraph 359 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 359 for lack of knowledge.

Prestamos’s Failure to Fund Plaintiff Bradley Smith’s PPP Loan

360. Denied. Prestamos denies the allegations in Paragraph 360 for lack of knowledge.

361. Denied. Prestamos denies the allegations in Paragraph 361 for lack of knowledge.

362. Admitted in part, denied in part. Admitted only that Smith applied for a PPP loan with Prestamos in or about May 2021. The remaining allegations of Paragraph 362 are denied.

363. Admitted.

364. Admitted.

365. Denied. The allegations of Paragraph 365 are denied to the extent they seek to characterize a writing that speaks for itself. Prestamos respectfully refers the Court to Smith’s Note for the complete and accurate text thereof. The allegations of Paragraph 365 are denied to the extent they are inconsistent therewith.

366. Denied. After reasonable investigation, Prestamos lacks knowledge or information sufficient to form a belief about the truth of this allegation and therefore it is denied. The allegations of Paragraph 366 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 366.

367. Denied. Prestamos denies that it “falsely reported” any information to the SBA. The remaining allegations of Paragraph 367 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 367.

368. Denied. The allegations of Paragraph 368 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 368.

369. Denied. The allegations of Paragraph 369 state legal conclusions, to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 369.

370. Denied. The allegations of Paragraph 370 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 370 for lack of knowledge.

Prestamos’s Failure to Fund Other SBA-Approved Class Member Borrower PPP Loans

371. Denied. The allegations of Paragraph 371 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 371. By way of further answer, BBB complaints and complaints on social media sites are writings and speak for themselves. The allegations of Paragraph 371 are denied to the extent they are inconsistent therewith.

372. Admitted in part, denied in part. Admitted only that the BBB’s website identifies certain complaints against Prestamos. The BBB’s website is a writing and speaks for itself, although Prestamos lacks knowledge or information sufficient to form a belief about the truth every statement in the subject writing and, therefore, denies Plaintiffs’ characterizations thereof.

By way of further answer, Prestamos lawfully obtained, administered, disbursed, and otherwise accounted for all PPP-related funds that it received or borrowed from the U.S. government and denies all allegations to the contrary. The allegations of Paragraph 372 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 372.

373. Admitted in part, denied in part. Admitted only that complaints against Prestamos have been posted on the internet. The referenced complaints posted on the internet are writings and speak for themselves, although Prestamos lacks knowledge or information sufficient to form a belief about the truth every statement in the subject writing and, therefore, denies Plaintiffs' characterizations thereof. By way of further answer, the allegations in this paragraph show that borrowers' banks rejected attempts by Prestamos to fund their loans. By way of further answer, Prestamos lawfully obtained, administered, disbursed, and otherwise accounted for all PPP-related funds that it received or borrowed from the U.S. government and denies all allegations to the contrary. The allegations of Paragraph 373 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 373.

374. Admitted in part, denied in part. Admitted only that Prestamos stated on its website that it maintains an office in Santa Fe, New Mexico. Prestamos does not currently maintain an office in Santa Fe, New Mexico. The remaining allegations of this paragraph are denied.

375. Denied. The allegations of Paragraph 375 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 375. By way of further answer, Prestamos lawfully obtained, administered, disbursed,

and otherwise accounted for all PPP-related funds that it received or borrowed from the U.S. government and denies all allegations to the contrary.

Class Action Allegations

376. Denied. The allegations of Paragraph 376 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 376.

377. Denied. The allegations of Paragraph 377 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 377.

378. Denied. The allegations of Paragraph 378 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 378.

379. Denied. The allegations of Paragraph 379 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 379.

380. Denied. The allegations of Paragraph 380 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 380.

381. Denied. The allegations of Paragraph 381 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 381.

382. Denied. The allegations of Paragraph 382 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 382.

383. Admitted in part, denied in part. Admitted only that Plaintiffs have served discovery requests for certain data. The remaining allegations of Paragraph 383 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 383.

384. Denied. The allegations of Paragraph 384 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 384.

385. Admitted in part, denied in part. Admitted only that Prestamos objected to Plaintiffs' request. Prestamos's objection is a writing that speaks for itself. The allegations in Paragraph 385 are denied to the extent they are inconsistent therewith. The allegations in Paragraph 385 are also denied to the extent they are legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 385.

386. Admitted in part, denied in part. Admitted only that the cited form includes the quoted text. Prestamos respectfully refers the Court to the cited regulation for the complete and accurate text thereof. The allegations in Paragraph 386 are denied to the extent they are inconsistent therewith. The allegations in Paragraph 386 are also denied to the extent they are legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in paragraph 386.

387. Admitted in part, denied in part. Admitted only that the cited form includes the quoted text. Prestamos respectfully refers the Court to the cited regulation for the complete and accurate text thereof. The allegations in Paragraph 387 are denied to the extent they are inconsistent therewith. The allegations in Paragraph 387 are also denied to the extent they are legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in paragraph 387.

388. Admitted in part, denied in part. Admitted only that the cited document includes the quoted text. Prestamos respectfully refers the Court to the cited regulation for the complete and accurate text thereof. The allegations in Paragraph 388 are denied to the extent they are inconsistent therewith. The allegations in Paragraph 388 are also denied to the extent they are legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in paragraph 388.

389. Denied. The allegations of Paragraph 389 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 389.

390. Admitted in part, denied in part. Admitted only that the cited regulation includes the quoted text. Prestamos respectfully refers the court to the cited regulation for the complete and accurate text thereof. The allegations in Paragraph 390 are denied to the extent they are inconsistent therewith.

391. Admitted in part, denied in part. Admitted only that the cited document includes the quoted text. Prestamos respectfully refers the court to the cited regulation for the complete and accurate text thereof. The allegations in Paragraph 391 are denied to the extent they are inconsistent therewith.

392. Admitted in part, denied in part. Admitted only that the cited document includes the quoted text. Prestamos respectfully refers the court to the cited regulation for the complete and accurate text thereof. The allegations in Paragraph 392 are denied to the extent they are inconsistent therewith.

393. Denied. The allegations of Paragraph 393 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 393.

394. Denied. The allegations of Paragraph 394 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 394.

395. Denied. Prestamos denies that it provided any false reporting to the SBA. The remaining allegations of Paragraph 395 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 395.

396. Admitted in part, denied in part. Admitted only that the cited rule includes the quoted text. Prestamos respectfully refers the Court to the cited rule for the complete and accurate text thereof. The allegations of Paragraph 396 are denied to the extent they are inconsistent therewith. Prestamos denies that it “falsely reported” any information to the SBA. The remaining allegations in Paragraph 396 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 396.

397. Admitted in part, denied in part. Admitted only that the cited case includes the quoted text. Prestamos respectfully refers the Court to the cited case for the complete and accurate text thereof. The allegations of Paragraph 397 are denied to the extent they are inconsistent therewith. Prestamos denies that it “falsely reported” any information to the SBA. The remaining

allegations in Paragraph 397 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 397.

398. Admitted in part, denied in part. Admitted only that the cited case includes the quoted text. Prestamos respectfully refers the Court to the cited case for the complete and accurate text thereof. The allegations of Paragraph 398 are denied to the extent they are inconsistent therewith. The remaining allegations in Paragraph 398 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 398.

399. Admitted in part, denied in part. Admitted only that the cited case includes the quoted text. Prestamos respectfully refers the Court to the cited case for the complete and accurate text thereof. The allegations of Paragraph 399 are denied to the extent they are inconsistent therewith. The remaining allegations in Paragraph 399 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 399.

400. Denied. Prestamos denies that it “falsely reported” any information to the SBA. The remaining allegations of Paragraph 400 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 400.

401. Admitted in part, denied in part. Admitted only that the cited case includes the quoted text. Prestamos respectfully refers the Court to the cited case for the complete and accurate text thereof. The allegations of Paragraph 401 are denied to the extent they are inconsistent therewith. The remaining allegations in Paragraph 401 state legal conclusions to which no

response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 401.

402. Denied. The allegations of Paragraph 402 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 402.

403. Denied. The allegations of Paragraph 403 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 403.

404. Admitted in part, denied in part. Admitted only that the cited case includes the quoted text. Prestamos respectfully refers the Court to the cited case for the complete and accurate text thereof. The allegations of Paragraph 404 are denied to the extent they are inconsistent therewith. Prestamos also denies that it “falsely represented” any information to the SBA. The remaining allegations in Paragraph 404 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 404.

405. Denied. Prestamos denies that it made any “false representations” to the SBA. The remaining allegations of Paragraph 405 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 405.

406. Denied. The allegations of Paragraph 406 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 406.

407. Denied. The allegations of Paragraph 407 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 407.

408. Denied. The allegations of Paragraph 408 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 408.

409. Denied. Prestamos denies that it made any “false representations” to the SBA. The remaining allegations of Paragraph 409 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 409.

410. Admitted in part, denied in part. Admitted only that the cited rule includes the quoted text. Prestamos respectfully refers the Court to the cited rule for the complete and accurate text thereof. The allegations of Paragraph 410 are denied to the extent they are inconsistent therewith. The remaining allegations in Paragraph 410 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 410.

411. Denied. Prestamos denies that it “falsely reported” any information to the SBA. The remaining allegations of Paragraph 411 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 411.

412. Denied. The allegations of Paragraph 412 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 412.

413. Denied. The allegations of Paragraph 413 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 413.

414. Denied. Prestamos denies that it made any false reports to the SBA. The remaining allegations of Paragraph 414 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 414.

415. Denied. The allegations of Paragraph 415 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 415.

416. Denied. Prestamos denies that it made any false reports to the SBA. The remaining allegations of Paragraph 416 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 416.

417. Denied. The allegations of Paragraph 417 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 417.

COUNT ONE

**Breach of Contract
(On Behalf of All Plaintiffs and the National Class)**

418. Prestamos repeats and incorporates by reference its answers to Paragraphs 1 through 418 as if fully set forth herein.

419. Denied. The allegations of Paragraph 419 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 419.

420. Denied. The allegations of Paragraph 420 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 420.

421. Admitted in part, denied in part. Admitted only that the Notes contain the quoted language. The Notes are writings and speak for themselves. The allegations of Paragraph 421 are denied to the extent they are inconsistent therewith. Also, Prestamos denies the allegations of Paragraph 421 to extent that they state legal conclusions to which no response is required.

422. Admitted in part, denied in part. Admitted only that the additional agreement that accompanies the Note contains the quoted language. The additional agreement that accompanies the Notes are writings and speak for themselves. The allegations of Paragraph 422 are denied to the extent they are inconsistent therewith. Also, Prestamos denies the allegations of Paragraph 422 to extent that they state legal conclusions to which no response is required.

423. Admitted in part, denied in part. Admitted only that the “Notice – No Oral Agreements” document contains the quoted language. The allegations of Paragraph 423 are denied to the extent they are inconsistent therewith. Also, Prestamos denies the allegations of Paragraph 423 to extent that they state legal conclusions to which no response is required and otherwise denies the remaining allegations.

424. Admitted in part, denied in part. Admitted only that a loan document is attached to the TAC as Exhibit A. Exhibit A is a writing and speaks for itself. The allegations of Paragraph 424 denied to the extent they are inconsistent therewith.

425. Denied. The allegations of Paragraph 425 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 425.

426. Denied. The allegations of Paragraph 426 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 426.

427. Denied. Prestamos denies that it “falsely reported” any information to the SBA. The remaining allegations of Paragraph 427 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 427.

428. Denied. The allegations of Paragraph 428 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 428.

429. Denied. The allegations of Paragraph 429 state legal conclusions, to which no response is required, but, to the extent a response is required, Prestamos denies the allegations in Paragraph 429. By way of further answer, neither SBA Form 2483 nor SBA Form 2483-SD—nor any loan documents Plaintiffs reference—guarantee a time by which borrowers’ applications will be reviewed, approved or rejected, or their funds disbursed.

430. Denied. The allegations of Paragraph 430 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 430.

431. Denied. The allegations of Paragraph 431 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 431.

432. Denied. The allegations of Paragraph 432 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 432. By way of further answer, certain PPP loan applicants were eligible to obtain both first- and second-draw PPP loans.

433. Denied. The allegations of Paragraph 433 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 433.

434. Denied. The allegations of Paragraph 434 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 434.

435. Denied. The allegations of Paragraph 435 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 435.

436. Denied. The allegations of Paragraph 436 state legal conclusions to which no response is required but, to the extent a response is required, Prestamos denies the allegations in Paragraph 436.

Prayer for Relief

Prestamos denies that Plaintiffs suffered any injury or incurred any damages by any act or omission of Defendants, as alleged in the TAC. Prestamos further denies that Plaintiffs are entitled to any relief under any theory by means of the allegations set forth in each of the paragraphs and their subparts in the TAC. Prestamos is entitled to its reasonable attorneys' fees pursuant to A.R.S. § 12-341.01.

AFFIRMATIVE DEFENSES

Prestamos asserts the following affirmative defenses to the TAC:

FIRST AFFIRMATIVE DEFENSE

The relief sought by Plaintiffs is barred, in whole or in part, because Plaintiffs failed to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The relief sought by Plaintiffs is barred, in whole or in part, because Plaintiffs failed to take appropriate and necessary steps to mitigate its alleged damages, if any.

THIRD AFFIRMATIVE DEFENSE

The relief sought by Plaintiffs is barred, in whole or in part, by the equitable doctrine of waiver.

FOURTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred because they have not suffered any losses or damages proximately caused by the conduct of Defendants alleged in the Complaint.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs' claims should be dismissed to the extent that they are barred, in whole or in part, by the equitable doctrine of unclean hands or because Plaintiffs engaged in fraudulent conduct.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs' claims should be dismissed to the extent they are barred, in whole or in part, by the equitable doctrine of estoppel.

SEVENTH AFFIRMATIVE DEFENSE

Prestamos at all times acted in good faith and in accordance with reasonable commercial standards, thus precluding any recovery by Plaintiffs.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs' claims should be dismissed because they contractually released the subject claims against Prestamos.

NINTH AFFIRMATIVE DEFENSE

Plaintiffs' claims should be dismissed because they failed to state cognizable damages, and the damages sought by plaintiffs are speculative, arbitrary and excessive.

TENTH AFFIRMATIVE DEFENSE

The Coronavirus Aid, Relief, and Economic Security Act (CARES ACT) bars Plaintiffs' claims.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' breach of contract claims are barred for lack of consideration.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiffs' claims asserted on behalf of putative class members are barred because there is no basis under Federal Rule of Civil Procedure 23 to certify this action as a class action.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' causes of action are barred, in whole or in part, for failure to join one or more indispensable parties.

FOURTEENTH AFFIRMATIVE DEFENSE

The imposition of punitive damages in this case would violate the Due Process Clauses of the Fifth and Fourteenth Amendments to the United States Constitution.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiffs cannot assert claims under state law on behalf of residents of other states or in states where Plaintiffs did not suffer any injury.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred to the extent their alleged injuries were caused by Prestamos's adherence to: the CARES Act, regulations, rules, guidance, notices and directives

from the United States Small Business Administration or other federal agencies; and any other applicable law.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred to the extent it relates to alleged conduct that is subject to the regulatory jurisdiction of one or more regulatory or administrative agencies. Alternatively, the claim is barred by the absence of any private right of action with regard to conduct submitted to the discretion of a regulatory or administrative agency or body.

EIGHTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred in whole or in part by the applicable statutes of limitations.

NINETEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the doctrine of assumption of the risk.

TWENTIETH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred in whole or in part by the doctrines of laches, consent, and/or ratification.

RESERVATION OF RIGHTS

Prestamos expressly reserves the right to assert such other and further affirmative defenses as may be appropriate.

Dated: May 21, 2024

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By: /s/ Marcel S. Pratt

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CERTIFICATE OF SERVICE

I, Marcel S. Pratt, hereby certify that on this 21st day of May 2024, I caused a copy of the foregoing to be served on all counsel of record via the Court's ECF system.

/s/ Marcel S. Pratt

Marcel S. Pratt