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

ALICIA MARSHALL, et. al.)
individually and on behalf of)
all others similarly situated,)
)
Plaintiffs,)
vs.) Case No.
) 5:21-cv-04337-JMG
PRESTAMOS CDFI, LLC.,)
)
Defendant.)

REMOTE DEPOSITION OF SHARON BRADLEY SMITH

Friday, July 19, 2024

Houston, Texas

11:03 a.m.

Reported By: TRICIA J. LATHOURIS, CSR, RPR

This is where you indicated your bank account; correct?
A Yes.
Q And is that because you would have needed to identify your bank account to Blue Acorn so that they could direct where the money would be deposited; is that right?
A Correct.
Q How did you decide what bank account to identify here?
A Repeat your question.
Q Sure.
Did you list the Shell Federal Credit Union because that was the only account you had?
A That is the account that I worked off of my businesses and my personal.
Q Okay. And I believe you said you had no other account at that time; right?
A Correct.
Q Did you make any efforts to verify whether this account could receive business loans?
A No.
Q I know we scrolled through the document a bit.

But you signed all the loan documents that Blue Acorn required you to sign; correct?
A Yes.
Q And I think you said that Blue Acorn told you that you were going to be funded?
A Yes.
Q Did they tell you when those funds would be deposited or how soon?
A Within -- within three to five business days.
Q And did you receive the PPP loan funds that you believe you were owed?
A No.
Q Did any of the loan funds you applied for ever reach your bank account?
A No.
Q And when did you first discover this?
A After day five.
Q And did you reach out to your bank about it at all?
A Yes.
Q And what did the bank tell you?
A They didn't receive a wire into my account for $12,500.

Q And that was the amount you expected to be funded; correct?
A Correct.
Q Did Blue Acorn tell you why you hadn't received the funds?
A No.
Q Did you contact Prestamos?
A Yes.
Q How?
A Phone. Sometimes email.
Q Okay. And were you able to get a hold of anybody?
A I did.
Q At Prestamos?
A Yes.
Q Okay. Do you remember who you talked to?
A No.
Q Was it on the phone, or was it by email?
A It was over the phone.
Q Okay. Tell me about that conversation.
A I asked where was my --
Q What you recall.
A -- what I can recall -- where was the loan, and at that time she just told me to wait.

Sometimes there have been a few. So I gave it a few more days, three extra days and I called back, and a black card was presented to me because she says maybe my bank didn't want to receive the loan, so she told me that she will send me some type of black card and my funds will be on that card.
Q Okay.
A And I never received it.
Q Okay.
MR. ARELLANO: I'm going to turn to another document I'm going to show you. This is marked as our Exhibit 18.
(Exhibit 18 marked for identification.)
MR. ARELLANO: It's an Excel spreadsheet, so bear with me just a second here until I get to your line.
BY MR. ARELLANO:
Q I'll represent to you this is a document we received from Evolve Bank that showed the various reasons that certain funds might not have reached the account. And if we go to line 951, as you can see, I highlighted where it has your name, "Sharon Smith" here in the middle.
Do you see that?

IN THE UNITED STATES DISTRICT COURT
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ALICIA MARSHALL, et. al.,)
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all others similarly situated,)
)
Plaintiffs,)
vs.)Case No.
)5:21-cv-04337-JMG
PRESTAMOS CDFI, LLC.,)
)
Defendant.)

REMOTE DEPOSITION OF KRISTINA HENDERSON

Friday, August 23, 2024

Detroit, Michigan

Reported By: TRICIA J. LATHOURIS, CSR, RPR

JOB NO. 31665

on your loan application; is that correct?
A That is correct.
Q At that time, did you also have an account under Godsgirl?
A Yes. Lili.
Q But you chose to have the funds deposited into your personal account rather than the funds for Godsgirl?
A Yep.
Q So you had a phone call with your bank and they told you that they rejected all PPP loan funds on any personal account; is that accurate?
A That is accurate.
Q And that was a phone call?
A That was a phone call.
Q Did you ever exchange any emails with anybody at that time?
A No.
Q Any online chats with anybody at that time?
A No. It was a phone call.
Q After your phone call with the bank, there were, then, communications with Blue Acorn; is that correct?
A Correct.

Q And did you initiate that communication?
A Yes. I immediately -- like when I saw that the funds were sent back, I immediately opened up the -- because there is no way to call anyone, so I immediately sent a -- they only had chat, so I immediately opened up a ticket to let them know, like, hey, my funds got sent back. Is there a way to switch it over?
So they did -- like, when they finally -- it took a few -- I would say it took a few weeks, to be honest, because I don't believe it being like right away, but I know that it took a few weeks for them to state that, okay, once they did receive the funds, then they'll be able to -- then they'll allow you to update your bank account information.
But that took a long -- that took a while. I believe that was a few weeks.
Q Those communications --
(Simultaneous cross-talk - inaudible.)
Q Sorry.
A Go ahead.
Q Those communications with Blue Acorn were via ticket chats; is that correct?
A Yes. Yes.

Q Was there ever any emails exchanged between yourself and Blue Acorn?
A No. It was always on their website through ticket chats. There was like a chat.
Q Do you still have any records of those chats?
A Yep. I sent them all in because I took screenshots of everything.
Q And you said at one point Blue Acorn requested that you submit additional documentation; is that correct?
A Yep. Like after I -- after they allowed me to update my bank account information, so -- because that was the only stuff that they needed me to do was to update my bank account information.
After I updated my bank account information, then I was waiting on the funds to be redeposited into the business account, and then nothing happened after that.
So, like, they asked for additional information, and then so I sent that information in, and I didn't understand -- I'm, like, you guys have all of everything that you requested, so it didn't really make sense to me why they were asking for

additional information, and then out of nowhere it just says that my loan was denied.
Q Do you remember what additional information you submitted?
A Yes. It asked -- I just submitted my -- I just submitted the -- I just submitted my Articles. I believe I submitted that. Whatever information that they asked for, I submitted.
Q So you believe you submitted your Articles of Incorporation; is that correct?
A Uh-huh. I believe I did submit that.
Q Do you remember submitting additional tax forms?
A I don't remember submitting additional tax forms. To be honest, I don't remember.
Q And it was after you submitted those documents that Blue Acorn informed you that the loan would be denied; is that correct?
A So I didn't hear anything for a long time, like weeks, and then -- and I knew that it was close to where the -- I knew that there was like a cutoff time for the PPP, so I knew that there was a cutoff time, so getting close to that date.
And then out of nowhere, it just got

[redacted]

[redacted]

[redacted]

[redacted]

IN THE UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ALICIA MARSHALL, et al., individually and on behalf of all others similarly situated,
Plaintiff :

VS : Case No. 5:21-cv-04337-JMG

PRESTAMOS CDFI, LLC,
Defendant :

DEPOSITION OF: JAHBRAEL HORNE

BEFORE: ALISON N. SALLEY, RPR
NOTARY PUBLIC

DATE: AUGUST 8, 2024, 9:58 A.M.

PLACE: REMOTE

Page 137

A. That they -- that they tried to send it? No, I don't think that I have the letter.
Q. Okay. But you got a letter saying we tried to send you the money but your bank wouldn't accept it, something like that?
A. From what I can remember. I'm not a hundred percent sure that's what the letter said exactly, but -- or the letter just said they was going to pay me. It could have been -- said that they was going -- I don't remember what the letter said, but they said that they was -- they were going to pay me --
Q. What you said to me a minute ago is --
A. -- at a later date.
Q. I said how did you find out you were not getting the loan, and you said --
A. That I was not getting the loan?
Q. Yes.
A. That I was not getting the loan at all?
Q. Yes, correct.
A. I never found out that I was not getting the loan at all.
Q. You never found that out?
A. No. They told me they was going to pay me the whole time.
Q. Okay. Did anybody ask you -- did Blueacorn ask

Page 138

you for any additional documents at any time?
A. Any additional documents? I mean, they could have.
Q. They could have?
A. I'm not -- I'm not a hundred percent sure, but, I mean, they could have.
Q. Okay. Now, let's mark --
A. Like, when are you pertaining to? I mean, I don't know.
Q. Well, actually, that's a good question. You applied for the loan on May 28th of 2021.
A. Yes.
Q. Okay. And how long was it before you heard back from Blueacorn?
A. I'm not sure.
Q. Was it more or less than a week?
A. I'm not sure.
MR. ROGERS: I'm going to show you a document that is a -- it's a portion of a spreadsheet and the papers -- we're going to blow this up -- and -- and this is going to be Tab 18.
(Whereupon, Tab 18 was marked for identification.)
BY MR. ROGERS:
Q. And you'll see -- on the left-hand side, you'll

Page 139

see it says 6/7/2021.
Do you see that?
A. Yes.
Q. And you see, next to it, 14,165.
You see that?
A. Yes.
Q. That's the amount you applied for, correct?
A. Yes.
Q. And then you see your name there, right?
A. Yes.
Q. And then on the right, it says -- the second to last column, it says "return code."
Do you see that?
A. Yes.
Q. Does that refresh your memory that Blueacorn tried to fund your loan but the money was returned?
A. I -- they never told me that they tried to fund my loan. I didn't --
Q. Okay.
A. -- I didn't know it was being funded at all. They told me --
Q. And then it says -- under "return description," it says "No account. Unable to locate account."
Do you see that?
A. Yeah.

Page 140

Q. Is this the first time you are hearing that they could not locate the account?
A. Yeah.
Q. When you didn't get the money, what did you do? Did you follow up in any way with anyone?
A. Yeah, I called them. I contacted them.
Q. Who did you call?
A. Whatever customer service number I seen was available.
Q. Do you remember what business you called?
I understand you don't remember the phone number. Customer service for what business? Do you remember?
A. Prestamos.
Q. Okay. Did you ever contact your bank? And by "your bank," I mean Bank of America, the bank that you told Prestamos to put the money in?
A. I believe that I contacted them before.
Q. You believe that you contacted Bank of America when you didn't get the money?
A. Yeah, I believe so. Because I remember changing --
Q. Okay.
A. -- I believe I was checking all my banks at that point in time to see if --

Q. Okay. Do you remember anything about that conversation with Bank of America?
A. No.
Q. Okay.
MR. ROGERS: Let's mark what I have as 21 -- this is going to be Tab 19.
(Whereupon, Tab 19 was marked for identification.)
BY MR. ROGERS:
Q. This is -- we're going to blow this up. We don't have to look at very much of it.
This is a document from Blueacorn. And I just want to orient you. If we're going to scroll down a little bit, we will see a loan number -- SBA loan number. And the SBA loan number is [redacted].
Do you see that?
A. Yes.
Q. And I'll represent to you that that was your loan number. I mean, it's in the documents. I'm not asking you to say yes or no. And then it lists a loan amount.
Do you see that?
A. Yes.
Q. And that's the amount of your loan, correct?
A. Yes.

[redacted]

[redacted]

[redacted]
A. I mean, it just depends on the record you're asking for. Some people is paid in cash. They'll tell you.
Q. I'm asking you if you have any records.
A. Me? I don't -- I don't think so.
Q. You don't think you have any records?
A. I don't think I have any record of most of the cash payments.
Q. Okay. Let's go to underwriting notes.
So I'm focusing now on the underwriting notes. It says "6/23 must include minimum of nine pages of tax return and include schedule C for approved additional documents." And then it says "additional documentation not accepted 6/17. Need a full tax file."
Does this refresh your memory, Mr. Horne, that you were asked by Blueacorn to send them additional documents after the application?
A. And they wasn't asking me to send anything. I would contact them.
Q. They --
A. And they would tell me it's coming.
Q. Okay. You never -- other than the initial application, you know, with the Docusign and the note and the documents we've looked at, you sent all those at one

List of all fees associated with your Brink's Money Prepaid Mastercard®

Details of All Fees		
To Get Started		
Card Purchase Fee	$0 No fee for Card Accounts not acquired at a retail location.	
	$2.95 For initial Card purchase at a retail location. This is a third-party fee and is subject to change.	
Plan Fee Options		
Pay-As-You-Go Plan	$0	
Monthly Plan	$9.95	
Reduced Monthly Plan	$5.00	
The Pay-As-You-Go Plan listed above is automatically applied to your Card Account when you first obtain the Card. You may change your Plan any time by calling 1-877-849-3249 or by visiting www.brinksprepaidmastercard.com. The Reduced Monthly Plan is an available Plan option for Card Accounts that receive at least $500 in Direct Deposit(s) of payroll checks or government benefits in any one (1) calendar month. Subsequent deposits are not required to keep the Reduced Monthly Plan option available. Upon qualifying, an eligible Cardholder who is on the Pay-As-You-Go Plan may call 1-877-849-3249 or visit www.brinksprepaidmastercard.com to change to the Reduced Monthly Plan; a Cardholder already enrolled in the Monthly Plan will automatically be changed to the Reduced Monthly Plan.		
Per Purchase		
Signature Purchase Transaction Fee		
Pay-As-You-Go Plan	$1.50	
Monthly Plan	$0	
Redcued Monthly Plan	$0	
Per transaction. During checkout, select "CREDIT" on the keypad to make a Signature Purchase.		
PIN Purchase Transaction Fee		
Pay-As-You-Go Plan	$1.50	
Monthly Plan	$0	
Reduced Monthly Plan	$0	
Per transaction. During checkout, select "DEBIT" and enter your PIN to make a PIN Purchase.		
The fees listed below are associated with all Plan Fee options.		
Spend Money		
Automated Clearing House (ACH) Payments	$0	Provide the biller with the Issuer's routing number and your assigned Account Number.
Check your Balance		
Customer Service (Automated or Live Agent)	$0	No fee for calling Customer Service (Automated or Live Agent) for inquiries, including balance inquiries. 1-877-849-3249.
ATM Balance Inquiry Fee – Domestic	$0.50	Per inquiry. You may also be charged a fee by the ATM operator.
Balance Inquiry via Online Account Center	$0	Log in to the Online Account Center at www.brinksprepaidmastercard.com.
Balance Inquiry via Anytime Alerts (Email or Text Message)	$0	Standard text message or data rates may apply.
Withdraw Cash		
Over-the-Counter ("OTC") Withdrawal Fee at a Financial Institution	$3.00	Per withdrawal. A fee may also be assessed by a financial institution that is not a Mastercard-member financial institution.

Exhibit 8
Johnson 8/12/2024 A.R.

for telephone or online transactions, without needing to present your Card. **"We," "us,"** and **"our"** mean the Bank our successors, affiliates or assignees. "**Netspend**" refers to Netspend Corporation, the servicer for the Brink's Money Prepaid Mastercard program and Brink's Mastercard Virtual Account program, and its successors, affiliates, or assignees. Any request for a Card or Virtual Account will be processed by Netspend, acting on our behalf as a registered agent, at its offices located in Austin, Texas. "**You,**" "**your,**" "**Cardholder**," and "**Primary Cardholder**" refer to the person who submits an initial request for the Card and is authorized to use the Card as provided for in this Agreement. "**Secondary Cardholder**" refers to the person or persons who have received the Card at the request of the Primary Cardholder and are authorized to use the Card as provided for in this Agreement. In order to become a Cardholder, you must be an individual who can lawfully enter into and form contracts under applicable law in the state in which you reside. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

You acknowledge and agree that the value available in your Card Account is limited to the funds that you have loaded into your Card Account or have been loaded into your Card Account on your behalf. By activating or loading your Card, Card Account, or Virtual Account, you agree to be bound by the terms and conditions contained in this Agreement, including the Inactivity Fee and other fees listed in the Fee Schedule. You and any Secondary Cardholder(s) agree to sign the back of each respective Card(s) immediately upon receipt.

The expiration date of your Card is identified on the front of the Card. The expiration date of any Virtual Account you have requested is described below in the section labeled "*Virtual Account*." The Card is a prepaid card. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. The Card is not for resale. You are the direct beneficiary of the funds loaded to your Card Account. The funds in your Card Account will be FDIC insured upon our receipt, up to the maximum amount allowed by law, provided your Card is Registered with us (for more information, see the section labeled "*Opening a Card Account (Identity Verification); Registration/Activation*"). You will not receive any interest on your funds in your Card Account. The Card will remain our property and must be surrendered upon demand. The Card and Virtual Account are nontransferable and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card and Virtual Account are not designed for business use, and we may close your Card Account if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law.

Your Card Account does not constitute a checking or savings account and is not connected in any way to any other account, except as described in the section labeled "*Virtual Account*" or as may otherwise be indicated in any other account agreements you have entered into with us.

Write down your Card Number and the Customer Service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

OPENING A CARD ACCOUNT (IDENTITY VERIFICATION); REGISTRATION/ACTIVATION

You will need to provide personal information in order for us to verify your identity and the identity of any Secondary Cardholder ("Register"). Both the Primary Cardholder and Secondary Cardholder must Register and activate the Card before it can be used. To be eligible to activate your Card Account as a Primary Cardholder, you represent and warrant that: (a) you are at least 18 years of age; (b) the personal information that you provide to us is true, correct, and complete; and (c) you have read this Agreement and agree to be bound by, and comply with, its terms.

Important information for opening a Card Account: To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires us to obtain, verify, and record information that identifies each person who opens a Card Account. **WHAT THIS MEANS FOR YOU:** When you open a Card Account, we will ask for your name, address, date of birth, and **your government ID number (e.g., social security number).** We may also ask to see your driver's license or other identifying information. Card activation and identity verification are required before you can use the Card Account. If your identity is partially verified, full use of the Card Account will be restricted, but you may be able to use the Card for in-store purchase transactions. Restrictions include no ATM withdrawals, international transactions, account-to-account transfers, and additional loads. Use of the Card Account is also subject to fraud prevention restrictions at any time, with or without notice. **Residents of the State of Vermont are ineligible to open a Card Account**.

[redacted]

Exhibit
2
Lloyd 7/24/2024 T.L.

Our legal team is handling the Capital One accounts as of now and from my understanding the escrow account is a part of the review. They have not provided a time frame but we will be in contact with each account once they hear any updates to the release of the funds.

I will submit your account over to them for review.

Thank you,

Elexis Garcia

Forgiveness Coordinator

PRESTAMOS CDFI
a division of CHICANOS POR LA CAUSA

Chicanos Por La Causa, Inc. | Prestamos Loans CDFI

1024 E. Buckeye Rd. Suite 270 | Phoenix, AZ 85034

elexis.garcia@cplc.org

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From: Gregg Lloyd <diablotek79@gmail.com>
Date: Monday, July 25, 2022 at 9:47 AM
To: Elexis Garcia <elexis.garcia@cplc.org>
Subject: Re: gregory lloyd/SBA-[redacted]

Hi Elexis.

I was not able to withdraw any funds, the entre amount was sent back.

Why are they in a escrow account? Can you please explain to me what exactly is the problem/hold up.

On Mon, Jul 25, 2022 at 11:07 AM Elexis Garcia <elexis.garcia@cplc.org> wrote:

Hello Gregory,

Thank you for your follow up. We have a legal team handling this situation since there is a great number of loans with the same situation. All the loans currently held by Capital One are handled as a group at this time. We have reached some agreements with Capital One and they now moved the funds from each individual account into an escrow account and have advised our legal team that the funds will be released soon. We will update you as soon as we have received them. Also, please let me know how much you were able to withdraw from your account before Capital One froze the funds. We would need to work on a payment plan or a partial forgiveness application if you were able to withdraw any of the funds sent to you. I look forward to your prompt response to this email and thank for your patience through this process.

Kind regards,

Elexis Garcia

Forgiveness Coordinator

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Chicanos Por La Causa, Inc. | Prestamos Loans CDFI