Ex. 11 – Chart and Compilation of Documents re: Class Representatives' Loan Documentation Deficiencies

CLASS REPRESENTATIVE LOAN DOCUMENTATION DEFICIENCIES

Plaintiff	**Type of Deficiency**	**Description of Deficiency**
Bradley Smith, Sharon	[redacted]	[redacted][1] [redacted][2]
Henderson, Kristina	Inaccurate Submission	Borrower applied as sole proprietor but intended to apply on behalf of non-profit corporation. Borrower submitted articles of incorporation for non-profit corporation with PPP loan application[3] and used non-profit corporation's financial information on PPP loan application.[4] [redacted].
Horne, Jahbrael	[redacted]	[redacted][6] [redacted][8] [redacted]

		[redacted][9] [redacted][10]
Johnson, Alyshia	[redacted]	[redacted][11] [redacted] [redacted][12]
Jones, Jamie	Incomplete Submission	[redacted][13].
Lloyd, Gregory	[redacted]	[redacted][14]. [redacted][16] [redacted][17]
Marshall, Alicia	Incomplete Submission	[redacted][18]
Martin, John	Incomplete Submission	[redacted][19] [redacted][20]
Marvel, Lametria	[redacted]	[redacted][21] [redacted]

		[redacted][22] [redacted]
Townsend, Paris	[redacted]	[redacted][23] [redacted][24] [redacted] [redacted][25] [redacted][26] [redacted].[27]
Kolawole, Ahmadou[28]	[redacted]	[redacted].[29] [redacted]. [redacted][30] [redacted].[31] [redacted][32] [redacted][33]

[1] *Compare* Accompanying Compilation at 1 (S. Smith Dep. Ex. 14) *with id.* at 2-4 (S. Smith Dep. Ex. 15 Excerpt) at '25.
[2] *Compare id.* at 1 (S. Smith Dep. Ex. 14) *with id.* at 5 (S. Smith Dep. Ex. 20 Excerpt) at '12.
[3] *Id.* at 6-9 (K. Henderson Dep. Ex. 5).
[4] *Id.* at 10-11 (K. Henderson Dep.) at 75:22:1-77:21.
[5] *Id.* at 12-13 (K. Henderson Dep. Ex. 8 Excerpt) at '89; *Id.* at 14-15 (K. Henderson Dep. Ex. 9 Excerpt) at '69.
[6] *Compare id.* at 16-17 (J. Horne Dep. Ex. 16) *with id.* at 18-19 (J. Horne Dep. Ex. 15).
[7] *Id.* at 20-31 (J. Horne Dep. Ex. 12) (subpoenaing, *inter alia*, all "Documents reflecting or relating to any account held solely or jointly by [Jahbrael Horne] with TD Bank"); *Id.* at 32-33 (J. Horne Dep. Ex. 13) [redacted]).
[8] *Id.* at 34-43 (J. Horne Dep. Ex. 11) at '01;
[9] *Id.* at '07.
[10] *Id.* at '10.
[11] *Id.* at 44-45 (A. Johnson Dep. Ex. 6).
[12] *Id.* at 46-51 ([redacted] Excerpt) at 5.
[13] *Id.* at 52-53 (J. Jones Dep. Ex. 12 Excerpt) at '83; *Id.* at 54-55 (J. Jones Dep. Ex. 13 Excerpt) at '15.
[14] *Id.* at 56-58 (G. Lloyd Dep. Ex. 7 Excerpt) at '34; *Id.* at 59-67 (G. Lloyd Dep. Ex. 8 Excerpt) at '31.
[15] *Id.* at 68-69 (G. Lloyd Dep.) at 19:5-7.
[16] *Id.* at 70-75 (G. Lloyd Dep. Ex. 13) at '98.
[17] *Id.* at 76-85 (G. Lloyd Dep. Ex. 9) at '66.
[18] *Id.* at 86-89 (A. Marshall Dep. Ex. 9).
[19] *Id.* at 90-105 (J. Martin Dep. Ex. 11 Excerpt) at '30-41.
[20] *Id.* at '16-19.
[21] *Id.* at 106 (L. Marvel Dep. Ex. 17).
[22] *Id.* at 107-111 (L. Marvel Dep. Ex. 12) at '63.
[23] *Id.* at 112-113 (P. Townsend Dep. Ex. 10) at '97.
[24] *Id.* at 114-123 (P. Townsend Dep. Ex. 11) at '38.
[25] *Compare id.* at 124 (Townsend Dep. Ex. 8) (identifying "Year to Date Period" as beginning on December 5) *with id.* at 125 (Townsend Dep. Ex. 9) (identifying "Year to Date Period" as beginning on January 1).
[26] *Id.* at 125 (Townsend Dep. Ex. 9).
[27] *Id.*
[28] Although Plaintiffs voluntarily dismissed Ahmadou as a class representative, he was dismissed after his deposition was taken and his situation is emblematic of the diverse array of loan documentation deficiencies permeating the putative class.

[29] *Id.* at 126 (Ahmadou Dep. Ex. 7); *Id.* at 127 (Ahmadou Dep. Ex. 8).
[30] *Id.* at 128-135 (Ahmadou Dep. Ex. 15 Excerpt) at '24.
[31] *Id.* at 136-139 (Ahmadou Dep. Ex. 5).
[32] *Id.* at 140 (Ahmadou Dep. Ex. 13).
[33] *Id.* at 136-139 (Ahmadou Dep. Ex. 5) at '23-24.

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Highly Confidential Document Filed Under Seal

Articles of Incorporation

A set of formal documents filed with the Secretary of State to legally document the creation of a new business entity.

Exhibit
5
Henderson 8/23/2024 T.L.

Prepared by incfile

Filed by Corporations Division Administrator Filing Number: 220279921350 Date: 06/29/2020

LARA Corporations Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ARTICLES OF INCORPORATION

For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

1 GODSGIRL INC.

ARTICLE II

The purpose or purposes for which the corporation is formed are:

We will have bible studies, we will go out into the community to give back, we will have group prayer calls, this in so many words is a Christian Empowerment Women's Group that is there to mentor, encourage, etc it's a ministry (not a church but a out reach ministry)

ARTICLE III

The Corporation is formed upon Non Stock basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the description and value of its real property assets are (if none, insert "none"):

NONE

The description and value of its personal property assets are (if none, insert "none"):

NONE

The corporation is to be financed under the following general plan:

(I) dues and contributions from individuals and organizations.

The Corporation is formed on a Directorship basis.

ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: KRISTINA HENDERSON
2. Street Address: 10645 PEERLESS ST
   Apt/Suite/Other:
   City: DETROIT
   State: MI Zip Code: 48224
3. Registered Office Mailing Address:
   P.O. Box or Street Address: 10645 PEERLESS ST
   Apt/Suite/Other:
   City: DETROIT
   State: MI Zip Code: 48224

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
LOVETTE DOBSON	17350 STATE HWY 249, #220, HOUSTON, TX 77064 USA

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

ARTICLE VI

SAID CORPORATION IS ORGANIZED EXCLUSIVELY FOR CHARITABLE, RELIGIOUS, EDUCATIONAL, AND SCIENTIFIC PURPOSES, INCLUDING, FOR SUCH PURPOSES,
THE MAKING OF DISTRIBUTIONS TO ORGANIZATIONS THAT QUALIFY AS EXEMPT ORGANIZATIONS UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, OR THE CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE.
NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF, OR BE DISTRIBUTABLE TO ITS MEMBERS, TRUSTEES, OFFICERS, OR OTHER PRIVATE PERSONS, EXCEPT THAT THE CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN FURTHERANCE OF THE PURPOSES SET FORTH IN THESE ARTICLES.
NO SUBSTANTIAL PART OF THE ACTIVITIES OF THE CORPORATION SHALL BE THE CARRYING ON OF PROPAGANDA, OR OTHERWISE ATTEMPTING TO INFLUENCE LEGISLATION, AND THE CORPORATION SHALL NOT PARTICIPATE IN, OR INTERVENE IN (INCLUDING THE PUBLISHING OR DISTRIBUTION OF STATEMENTS) ANY POLITICAL CAMPAIGN ON BEHALF OF OR IN OPPOSITION TO ANY CANDIDATE FOR PUBLIC OFFICE. NOTWITHSTANDING ANY OTHER PROVISION OF THESE ARTICLES, THE CORPORATION SHALL NOT CARRY ON ANY OTHER ACTIVITIES NOT PERMITTED TO BE CARRIED ON (A) BY A CORPORATION EXEMPT FROM FEDERAL INCOME TAX UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, OR THE CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE, OR (B) BY A CORPORATION, CONTRIBUTIONS TO WHICH ARE DEDUCTIBLE UNDER SECTION 170(C)(2) OF THE INTERNAL REVENUE CODE, OR THE CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE.
UPON THE DISSOLUTION OF THE CORPORATION, ASSETS SHALL BE DISTRIBUTED FOR ONE OR MORE EXEMPT PURPOSES WITHIN THE MEANING OF SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, OR THE CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE, OR SHALL BE DISTRIBUTED TO THE FEDERAL GOVERNMENT, OR TO A STATE OR LOCAL GOVERNMENT, FOR A PUBLIC PURPOSE. ANY SUCH ASSETS NOT SO DISPOSED OF SHALL BE DISPOSED OF BY A COURT OF COMPETENT JURISDICTION OF THE COUNTY IN WHICH THE PRINCIPAL OFFICE OF THE CORPORATION IS THEN LOCATED, EXCLUSIVELY FOR SUCH PURPOSES OR TO SUCH ORGANIZATION OR ORGANIZATIONS, AS SAID COURT SHALL DETERMINE, WHICH ARE ORGANIZED AND OPERATED EXCLUSIVELY FOR SUCH PURPOSES.

Signed this 17th Day of June, 2020 by the incorporator(s).

Signature	Title	Title if "Other" was selected
LOVETTE DOBSON	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

Filed by Corporations Division Administrator Filing Number: 220279921350 Date: 06/29/2020

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION

for

1 GODSGIRL INC.

ID Number: 802458178

received by electronic transmission on June 17, 2020 ***, is hereby endorsed.***

Filed on June 29, 2020 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department,
in the City of Lansing, this 29th day of June, 2020.

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau

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 KRISTINA HENDERSON

Friday, August 23, 2024

Detroit, Michigan

Reported By: TRICIA J. LATHOURIS, CSR, RPR

JOB NO. 31665

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how much do you pay for payroll -- I believe that was one of the things. So if -- if I'm remembering correctly.
Q Did it ask for a total amount of income?
A It asks for a total -- I don't remember -- I don't remember.
Q So you said it asked for how much your payroll was; is that correct?
A Right. Yep.
Q And what was -- what did you enter on the application?
A I don't remember what I put on the application. I don't have that in front of me. I don't have the application. If I had it, I could tell you.
MR. WATSON: Can you pull up tab 25, please. I'd like to mark this as Exhibit 10.
(Exhibit 10 marked for identification.)
BY MR. WATSON:
Q This document is entitled Account Summary Report for Kristina Henderson.
Do you see that, Ms. Henderson?
A Yes.
Q Okay.

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A What is this?
Q I'll represent to you that this document was received from Blue Acorn --
A Okay.
Q -- within your application information. I just want to see if this will help refresh your memory as to some of the information you may have provided.
A Okay.
MR. WATSON: Can we scroll down to Origination Application Information.
BY MR. WATSON:
Q You see where it says "First Name - Kristina; Last Name - Henderson" --
A Uh-huh.
Q -- your Social Security number --
A Yep.
Q -- email address and a phone number, and your address.
Does all that information look accurate?
A Yes.
MR. WATSON: And could you go down to Business Information.
BY MR. WATSON:

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Q It says "DBA - 1 Godsgirl, Inc."
Do you see that?
A Yes.
Q And it says "Business Type - Sole Proprietor."
Do you see that?
A I do.
Q Do you recall entering any of that information?
A Yes.
Q Okay.
MR. WATSON: Next page.
BY MR. WATSON:
Q It says [redacted]
Do you recall entering that information in your application?
A Yes.
MR. WATSON: Let's go down to Financials.
BY MR. WATSON:
Q Do you see where it says [redacted]
A Right.

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Q Do you recall entering that information into your application?
A Yes.
Q And where did you get that figure from?
A [redacted]
Q Okay. We'll walk through it, then.
A It does.
Q It does? Do you agree?
A It does.
Q I'm not trying to be --
A I do agree that it does. I had to go in and do to myself.

Highly Confidential Document Filed Under Seal

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Highly Confidential Document Filed Under Seal

Highly Confidential Document Filed Under Seal

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

ALICIA MARSHALL, et al., Plaintiffs, v. PRESTAMOS CDFI, LLC, Defendant.	Case No. 5:21-cv-04337-JMG

PRESTAMOS CDFI, LLC'S NOTICE OF SUBPOENA
DUCES TECUM TO TD BANK

Pursuant to Rule 45(a)(4) of the Federal Rules of Civil Procedure, Defendant Prestamos CDFI, LLC hereby provides notice that it will serve the attached subpoena on TD Bank requesting that TD Bank produce the specified documents and things for inspection and copying as set forth in Schedule A at the time and location noticed in the subpoena.

Dated: June 25, 2024

/s/ *Beatriz Aguirre*
Roy Herrera (admitted *pro hac vice*)
Daniel A. Arellano (admitted *pro hac vice*)
Jillian Andrews (admitted *pro hac vice*)
Austin T. Marshall (admitted *pro hac vice*)
Beatriz Aguirre (admitted pro hac vice)

HERRERA ARELLANO LLP
1001 North Central Avenue, Suite 404
Phoenix, Arizona 85004
Telephone: (602) 567-4820
roy@ha-firm.com
daniel@ha-firm.com
jillian@ha-firm.com
austin@ha-firm.com
beatriz@ha-firm.com

Exhibit
Tab 12
Horne 8/8/2024 A.S.

Marcel S. Pratt (Pa. ID 307483)
Thomas J. Gallagher IV (Pa. ID 316269)
J. Chesley Burruss (Pa. ID 331521)
Henry W. Longley (Pa. ID 328847)

BALLARD SPAHR LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103-7599
Telephone: (215) 665-8500
Facsimile: (215) 864-8999
PrattM@ballardspahr.com
GallagherT@ballardspahr.com
BurrussC@ballardspahr.com
LongleyH@ballardspahr.com

Attorneys for Defendant
Prestamos CDFI, LLC

CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of June 2024, I caused a true and correct copy of the foregoing to be served on counsel of record for all Plaintiffs via email.

/s/ *Beatriz Aguirre*
Beatriz Aguirre

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Pennsylvania

Alicia Marshall, et al.	)	
Plaintiff	)	
v.	)	Civil Action No. 5:21-cv-04337-JMG
Prestamos CDFI LLC, et al.	)	
	)	
Defendant	)	

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: TD Bank,
TD Bank Court Orders & Levies Department PO Box 1880 Cherry Hill, NJ 08034

(Name of person to whom this subpoena is directed)

✔ *Production:* **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: Prestamos CDFI LLC, et al.

Place: Herrera Arellano LLP 1001 North Central Avenue, Suite 404 Phoenix, Arizona 85004	Date and Time: 07/08/2024 5:00 pm

❒ *Inspection of Premises:* **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 06/25/2024

CLERK OF COURT

OR

/s/ Beatriz Aguirre

Signature of Clerk or Deputy Clerk — *Attorney's signature*

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* Prestamos CDFI, LLC, who issues or requests this subpoena, are:

Beatriz Aguirre, 660 Pennsylvania Avenue, Suite 300, Washington, DC 20003. Beatriz@ha-firm.com. (602) 567-4820.

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

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

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* ______________________
on *(date)* ______________ .

❒ I served the subpoena by delivering a copy to the named person as follows: ______________________
____
______________________________________ on *(date)* ______________ ; or

❒ I returned the subpoena unexecuted because: ______________________
____ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
$ ______________ .

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

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

Date: ______________

____
Server's signature

____
Printed name and title

____
Server's address

Additional information regarding attempted service, etc.:

Print Save As... Add Attachment Reset

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) ***For a Trial, Hearing, or Deposition.*** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) ***For Other Discovery.*** A subpoena may command:

(A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) ***Avoiding Undue Burden or Expense; Sanctions.*** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) ***Command to Produce Materials or Permit Inspection.***

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) ***Quashing or Modifying a Subpoena.***

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) ***Producing Documents or Electronically Stored Information.*** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) ***Claiming Privilege or Protection.***

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.
The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

<u>SCHEDULE A</u>

DEFINITIONS

1. "Action" means that litigation captioned *Marshall, et al. v. Prestamos CDFI, LLC, and Chicanos Por La Causa, Inc.*, No. 5:21-cv-04337-JMG (E.D. Pa.).

2. "Person" is defined as any natural person or legal entity.

3. "Named Plaintiff" means Jahbrael Horne as well as any business entity that Jahbrael Horne purports to own and/or operate.

4. All/Any/Each. The terms "all," "any," and "each" shall each be construed as encompassing all and any.

5. And/Or. The connectives "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

6. "You," "Your," and "Yours" refers to TD Bank and all of their parents, subsidiaries, divisions, affiliates, predecessors or successors, all entities with which they have merged, and all present and former officers, directors, employees, representatives, agents, and all other persons acting for and on their behalf (including, without limitation, attorneys).

7. "Relating to" means concerning, arising out of, relating to, regarding, defining, containing, constituting, embodying, stating, dealing with, mentioning, explaining, providing any information on, detailing, discussing, or in any way dealing with, whether the relationship of the document or thing to the subject matter to which it relates is direct, indirect, suggestive or negative.

8. "Document" includes any ESI and is otherwise synonymous to the term "document" in Federal Rule of Civil Procedure 34. A draft or non-identical copy is a separate document within the meaning of this term.

9. "Communication" means any exchange of information by any means, including correspondence, face-to-face conversations, electronic transmissions, meetings, visits, conference, internal and external discussions or any other kind of oral or written exchange between two or more Persons that has been recorded or transcribed in any way including letters, facsimiles, emails, transcriptions, sound recordings and/or video recordings.

10. "Financial Account," or "Account" means any account maintained by TD Bank in which financial transactions between TD Bank and the Named Plaintiff are recorded.

11. "Electronically stored information" or "ESI" means any portion of data available on a computer or other device capable of storing electronic data (including, without limitation, any data on magnetic or optical storage media stored as an active file or backup file, in its native format). "Electronically stored information" or "ESI" includes e-mails, text messages, spreadsheets, databases, word processing Documents, images, presentations, application files, executable files, log files, and all other files present on any type of device capable of storing electronic data. Devices capable of storing electronically stored information include: servers, desktop computers, portable computers, handheld computers, flash memory devices, wireless communication devices, pagers, workstations, minicomputers, mainframes, cell phones, personal data assistants, and any other forms of cloud, online or offline storage, whether on or off Your premises.

12. "PPP" means the Paycheck Protection Program.

13. "Prestamos" means Prestamos CDFI, LLC.

INSTRUCTIONS

1. Except where otherwise indicated, these Requests seek all Documents created in, or in any way covering, in effect, or relating to the period from January 1, 2019 to the present.

2. These Requests seek all Documents and information within TD Bank's possession, custody, or control, as well as the possession, custody, or control of any of TD Bank's employees, agents, contractors, investigators, or representatives.

3. If any portion of any Document is responsive to any Request, then the entire Document must be produced in its entirety and without deletion, abbreviation, redaction, expurgation, or excisions, regardless of whether you consider the entire Document to be relevant or responsive to these Requests, including all cover letters and cover emails. Copies that differ in any respect from an original (because, by way of example only, handwritten or printed notations have been added) should be produced separately. If you have redacted any portion of a Document, stamp the word "REDACTED" on each page of the Document that you have redacted. Privileged redactions must be included in a privilege log.

4. You should produce all electronically-stored Documents in electronic, machine-readable, text-searchable form, with the integrity of the underlying electronically-stored information preserved, including but not limited to the original formatting, the metadata, and, where applicable, the revision history.

5. You should produce Documents as they are kept in the usual course of business. Documents attached to each other should not be separated. Documents that are segregated or separated from other Documents, whether by inclusion in binders, file folders, or other containers, or by the use of dividers, tabs, or any other method, shall be produced in that form.

6. If you are unable to respond fully to any Request, respond to the extent possible and specify the reasons for Your inability to respond in full.

7. If you object to any part of a Request, set forth the basis for your objection, including whether any responsive Documents are being withheld pursuant to that objection, and respond to all parts of the Request to which you do not object. If you object to providing any document requested on the ground that such information is privileged, you should identify the privilege claimed and state the basis for that claim, identifying the pertinent circumstances with sufficient specificity to permit Prestamos to assess the applicability of the privilege. *See* Fed. R. Civ. P. 26(b)(5). If the claim is that the information requested relates to a privileged communication, identify the nature of the communication, the author(s), the participants, the identities of all other persons who were present or who otherwise received or had access to the communication, the date and place of the communication, the subject matter of the communication, and the basis for your claim of privilege.

8. If a Document responsive to any Request is no longer in your possession, custody, or control, identify the Document by author, addressee, date, number of pages, and subject matter, and state what happened to the Document, as well as the date of its disposition.

9. If a Document responsive to any Request is no longer in your possession, but a copy has been maintained by any of your agents or advisors (including any of your accountants, auditors, attorneys, financial advisors, experts, or lobbyists), include the copy in your production.

10. If any Document responsive to any Request has been destroyed, lost, or is otherwise unavailable, identify each such Document by author, addressee, date, number of pages, and subject matter, and set forth its content, the present location of any copies, the date of destruction, and the name of the person who destroyed the Document or ordered or authorized its destruction.

11. All singular terms include the plural, and all plural terms include the singular.

12. These Requests are continuing, and any document discovered or obtained after the service of these Requests is to be produced promptly after it is discovered or obtained.

DOCUMENT REQUESTS

1. All Documents reflecting or relating to any account held solely or jointly by Named Plaintiff with TD Bank, including, but limited to bank statements, credit card statements, investment account statements, loan applications, and business documentation (including any business name registration certificates, business licenses, articles of organization, and/or partnership agreements).

2. All Documents reflecting credits, debits, disbursements, rejected or returned funds (including associated ACH Return Codes), and/or other transactions related to PPP loan funds in accounts held solely or jointly by Named Plaintiff with TD Bank.

3. All Documents reflecting or relating to Communications between TD Bank and Named Plaintiff related to PPP, including but not limited to service complaints, the status of Named Plaintiff's loans, non-receipt of PPP funds, bank rejection of PPP fund disbursements, and efforts to re-verify PPP loan eligibility.

831TD Bank, N.A.
6 Atlantis Way
Lewiston, ME. 04240

July 17, 2024

Herrera Arellano LLP
Beatriz Aguirre

Re 5:21-cv-04337-JMG Ref 250048
SUBPOENA

Dear Requestor:

Objections:
TD Bank, N.A. ("TD Bank") respectfully objects and responds to the subpoena in the above captioned matter ("Subpoena"). See Appendix 1.

No Responsive Records Located:
Subject to the enclosed objections at Appendix 1, TD Bank has conducted a reasonable search for records responsive to the Subpoena but has been unable to locate any responsive records. TD Bank will not appear for a deposition unless other arrangements are agreed to in writing.

Reservation of Rights:
TD Bank expressly reserves its right to supplement its response to this request in the event that additional responsive documents are identified.

If you have questions regarding the enclosed records or would like to discuss this matter further, please contact TD Bank's Subpoena Team at GSI.Subpoenas@td.com or by calling 1-800-494-9466, choose option 5. Please note that this email address cannot be used for service of any subpoena to TD Bank, N.A.

Very truly yours,

Summer Vigue

Research Clerk II

Exhibit
Tab 13
Horne 8/8/2024 A.S.

APPENDIX 1 - TD BANK, N.A.'S OBJECTIONS

1. Unreasonable Burden
TD Bank objects to the Subpoena to the extent that it places burdens or requirements on TD Bank that are inconsistent with the Federal Rules of Civil Procedure or any state rules of civil procedure, or seeks to impose an unreasonable burden or would otherwise create burden, hardship, or oppression beyond that authorized under the Federal Rules of Civil Procedure or any state rules of civil procedure, or seeks discovery beyond that authorized under the Federal Rules of Civil Procedure or any state rules of civil procedure.

2. Not Proportional
TD Bank objects to the Subpoena to the extent that the requests for documents and scope of the requests are overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence, or not proportional to the needs of the party seeking records in this case considering: (i) the nature and scope of the litigation, including the importance and complexity of the issues and the amounts at stake; (ii) the relevance of electronically stored information and its importance to the court's adjudication in the given case; (iii) the cost, burden, and delay that may be imposed on the parties to deal with electronically stored information; (iv) the ease of producing electronically stored information and whether substantially similar information is available with less burden; and (v) any other factors relevant under the circumstances.

3. Attorney-Client And Other Privileges
TD Bank objects to the Subpoena to the extent that it requires production or identification of data, documents and information: (1) subject to (1) the attorney/client privilege, (2) the attorney work product privilege or (3) any other statutory or common law privilege;

4. SAR Privilege.
TD Bank objects to the Subpoena to the extent that it requires production or identification of data, documents and information relating to a Suspicious Activity Report ("SAR") or any information that would disclose a SAR or reveal the existence of a SAR because such disclosure or revelation is expressly prohibited by federal law and regulation, *see* 31 U.S.C. 5318(g)(2)(A)(i) and 12 C.F.R. 21.11(k)(1) and any attempts to request such disclosure or revelation will result in notification, pursuant to the foregoing federal law and regulation, to (A) Director, Litigation Division, Office of the Comptroller of the Currency; and (B) The Financial Crimes Enforcement Network (FinCEN); or (3) constituting or relating to OCC materials because such disclosure is expressly prohibited by federal law and regulation pursuant to 12 C.F.R. 18.9.

5. Confidential/Trade Secret/ Proprietary Information
TD Bank objects to the Subpoena to the extent it requests documents, data and information that are confidential, privileged, sensitive, commercial or trade secrets, or proprietary to TD Bank, or confidential customer data that violates Federal or State Privacy Regulations

6. Scope
TD Bank objects to the scope of the Subpoena to the extent it requests anything other than account records, including video surveillance, policies and e-mail communications.

7. Vague and Ambiguous
TD Bank objects to the Subpoena to the extent that the requests for documents are vague and ambiguous, or contain undefined terms.

8. Protected From Disclosure
TD Bank objects to the Subpoena to the extent that it seeks documents that are protected from disclosure by Federal or state law and regulation.

9. Cumulative and/or Duplicative
TD Bank objects to the Subpoena to the extent that the requests for documents are cumulative and/or duplicative.

10. Protected by Federal and State Privacy Laws or Regulations
TD Bank objects to the Subpoena to the extent it seeks the production of documents, data and information that are confidential, privileged, sensitive, or proprietary to TD Bank, or confidential customer data that that is prohibited or protected from disclosure under any Federal and State Privacy Law or Regulations, including the Right to Privacy Act of 1978, 12 U.S.C. 3401 *et seq*. and the Graham-Leach-Bliley Act, 15 U.S.C. 6801, *et seq*,

11. Available Through Third Parties
TD Bank objects to the Subpoena to the extent that it seeks documents in the custody, possession or control of third parties, and from whom documents can be directly obtained.

12. Not in TD Bank's Possession, Custody or Control
TD Bank objects to the Subpoena to the extent it seeks information or the production of any document that is not in TD Bank's possession, custody, or control, including, but not limited to, documents within the possession of TD Bank's subsidiaries or affiliate(s).

13. Lack of Sufficient Notice
TD Bank objects to the Subpoena to the extent that it fails to provide a reasonable time period within which to respond under governing law.

14. Improper Service
TD Bank objects to the Subpoena to the extent that service was improper.

15. Incorrect Entity
TD Bank objects to the Subpoena to the extent that the incorrect entity was named or served.

16. Reservation of Rights
TD Bank reserves its rights to amend, supplement, or revise its objections to the Subpoena as necessary.

[redacted]

Exhibit
Tab 11
Horne 8/8/2024 A.S.

DAILY ACCOUNT ACTIVITY

[redacted]

Call 1-800-937-2000 for 24-hour Bank-by-Phone services or connect to www.tdbank.com

Bank Deposits FDIC Insured | TD Bank, N.A. | Equal Housing Lender

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Highly Confidential Document Filed Under Seal

Highly Confidential Document Filed Under Seal

Highly Confidential Document Filed Under Seal

Highly Confidential Document Filed Under Seal

Highly Confidential Document Filed Under Seal

Highly Confidential Document Filed Under Seal

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 GREGORY LLOYD

Wednesday, July 24, 2024

Houston, Texas

9:59 a.m. CDT

Reported By: TRICIA J. LATHOURIS, CSR, RPR

A Or start the business, should I say.
Q And that was just when you were in Texas; is that correct?
A Correct.
Q And did you apply for a PPP loan on behalf of [redacted]?
A I don't believe I did, no.
Q And talking a little bit about more about your job as an independent contractor. You mentioned that was in Texas.
Was there a specific location in Texas where you performed these services?
A Houston.
Q And did you register --
MR. LEDERER: Pardon me. Belated objection to form. It's not clear, you say when he was an independent contractor in Texas. I think he also testified already that he tried to do some work in California, too.
MR. GALLAGHER: I think the record will speak for itself.
BY MR. GALLAGHER:
Q Talking about when you were in Texas now. Me questions right now are confined to when you were

in Texas.
Did you have a business registration in Texas?
A No.
Q Did you have any business licenses?
A Independent contractors in Texas, in my understanding from the Secretary of State, you don't need a business license.
Q And was anybody else involved in your business as an independent contractor?
A Did I have employees, do you mean, or did I 1099 anyone?
Q We'll unpack that.
So did you have any business partners?
A I mean, my wife is obviously, you know, my wife. So whatever I do, she does. She's not really listed as an independent contractor.
Q Was she formally involved in your business?
A Not really, no.
Q Did you have any employees?
A No.
Q And did you apply for a PPP loan of your business as an independent contractor?
A I applied for a PPP loan under my name as

an independent contractor.
Q Did you make money as an independent contractor?
A Yes.
Q About how much?
MR. LEDERER: Objection to form. You can still answer.
A I couldn't answer because I don't know off the top of my head.
BY MR. GALLAGHER:
Q So let's start, first, in 2020, and right now I'm talking just when you're an independent contractor in Texas.
Do you know roughly how much money you made in the year 2020?
A I do not.
Q [redacted]

as an independent contractor?
A [redacted].

Paycheck Protection Program
Borrower Application Form for Schedule C Filers Using Gross Income
Revised March 18, 2021

OMB Control No.: 3245-0407
Expiration Date: 9/30/2021

AN APPLICANT MAY USE THIS FORM ONLY IF THE APPLICANT FILES AN IRS FORM 1040, SCHEDULE C, AND USES GROSS INCOME TO CALCULATE PPP LOAN AMOUNT

Check One:	DBA or Tradename (if applicable)	Year of Establishment (if applicable)
☑ Sole proprietor ☐ Independent contractor ☐ Self-employed individual ☐ Single member LLC (self-employed individual) ☐ Qualified joint venture (self-employed individual)	areaorv llovd	2020
Business Legal Name	**NAICS Code**	**Applicant (including affiliates, if applicable) Meets Size Standard** (check one):
gregory lloyd	[redacted]	☑ No more than 500 employees (or 300 employees, if applicable) unless "per location" exception applies ☐ SBA industry size standards ☐ SBA alternative size standard
Business Address (Street, City, State, Zip Code - No P.O. Box addresses allowed)	**Business TIN (EIN, SSN, ITIN)**	**Business Phone**
[redacted]	[redacted]	[redacted]
	Primary Contact	**Email Address**
	gregory lloyd	[redacted]
Total Amount of Gross Income (from IRS Form 1040, Schedule C, Line 7)	**Tax Year Used for Gross Income**	**Number of Employees (including owners):**
[redacted]	[redacted]	1

If you do not have any employees (other than owners), complete this table:

A. Your gross income amount from 2019 or 2020 IRS Form 1040, Schedule C, line 7:	[redacted]	**B. Divide A by 12 (if more than $8,333.33, enter $8,333.33):**	[redacted]	**x 2.5 + EIDL (Do Not Include Any EIDL Advance) equals Loan Request Amount:**	[redacted]

If you have employees (other than owners), complete this table:

A. Your 2019 or 2020 IRS Form 1040, Schedule C, line 7 amount, minus the sum of line 14, line 19, and line 26:	$	**B. Divide A by 12 (if more than $8,333.33, enter $8,333.33):**	$	**C. Average Monthly Payroll for Employees (not including owners)**	$
Add B and C:	$	**x 2.5 + EIDL (Do Not Include Any EIDL Advance) equals Loan Request Amount:**	$		

Purpose of the loan (select all that apply):	☑ Payroll Costs (including proprietor expenses, equal to business expenses plus owner compensation)	☑ Rent / Mortgage Interest	☑ Utilities	☐ Covered Operations Expenditures
	☐ Covered Property Damage	☐ Covered Supplier Costs	☐ Covered Worker Protection Expenditures	☑ Other (explain): NOT PROVIDED

Applicant Ownership

List all owners of 20% or more of the equity of the Applicant. Attach a separate sheet if necessary.

Owner Name	Title	Ownership %	TIN (EIN, SSN, ITIN)	Address
gregory lloyd	Owner	100	[redacted]	[redacted]

Exhibit
13
Lloyd 7/24/2024 T.L.

Paycheck Protection Program
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PPP Applicant Demographic Information (Optional)

Veteran/gender/race/ethnicity data is collected for program reporting purposes only. Disclosure is voluntary and will have no bearing on the loan application decision.

Principal Name	Principal Position
gregory lloyd	Owner

	Select Response Below:
Veteran	[redacted]
Gender	[redacted]
Race (more than 1 may be selected)	[redacted]
Ethnicity	[redacted]

If questions (1), (2), (5), or (6) are answered "Yes," the loan will not be approved.

Question	Yes	No
1. Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?	[redacted]	
2. Has the Applicant, any owner of the Applicant, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency (other than a Federal student loan made or guaranteed through a program administered by the Department of Education) that is (a) currently delinquent, or (b) has defaulted in the last 7 years and caused a loss to the government?	[redacted]	
3. Is the Applicant or any owner of the Applicant an owner of any other business, or have common management (including a management agreement) with any other business? If yes, list all such businesses (including their TINs if available) and describe the relationship on a separate sheet identified as addendum A.	[redacted]	
4. Did the Applicant receive an SBA Economic Injury Disaster Loan between January 31, 2020 and April 3, 2020? If yes, provide details on a separate sheet identified as addendum B.	[redacted]	
5. Is the Applicant (if an individual) or any owner of the Applicant presently incarcerated or, for any felony, presently subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction? Initial here to confirm your response to question 5 → g l	[redacted]	
6. Within the last 5 years, for any felony involving fraud, bribery, embezzlement, or a false statement in a loan application or an application for federal financial assistance, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; or 4) commenced any form of parole or probation (including probation before judgment)? Initial here to confirm your response to question 6 → g l	[redacted]	
7. Is the United States the principal place of residence for the owner(s) of the Applicant and all employees included in the Applicant's payroll calculation above?	[redacted]	
8. Is the Applicant a franchise?	[redacted]	
9. Is the franchise listed in SBA's Franchise Directory? If yes, enter SBA Franchise Identifier Code here: _______________	[redacted]	

Paycheck Protection Program
Borrower Application Form for Schedule C Filers Using Gross Income
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By Signing Below, You Make the Following Representations, Authorizations, and Certifications

I certify that:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) and the Department of the Treasury (Treasury) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), the Economic Aid to Hard-Hit Small Businesses, Nonprofits, and Venues Act), and Title V of the American Rescue Plan Act of 2021 (the Paycheck Protection Program Rules).
- The Applicant, together with its affiliates (if applicable), (1) is an independent contractor, self-employed individual, or sole proprietor with no employees; (2) employs no more than the greater of 500 employees or, if applicable, the size standard in number of employees established by SBA in 13 C.F.R. 121.201 for the Applicant's industry; (3) if NAICS 72, employs no more than 500 employees per physical location; (4) if an Internet-only news or periodical publisher assigned NAICS code 519130 and engaged in the collection and distribution of local or regional and national news and information, employs no more than 500 employees (or the size standard in number of employees established by SBA in 13 C.F.R. 121.201 for the Applicant's industry) per physical location; or (5) is a small business under the applicable revenue-based size standard established by SBA in 13 C.F.R. 121.201 for the Applicant's industry or under the SBA alternative size standard.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All loan proceeds will be used only for business-related purposes (including payroll and other proprietor expenses, which is business expenses plus owner compensation, as defined in the interim final rule posted on March 3, 2021) as specified in the loan application and consistent with the Paycheck Protection Program Rules including the prohibition on using loan proceeds for lobbying activities and expenditures. If the Applicant is an Internet-only news or periodical publisher that became eligible for a loan under Section 5001 of the American Rescue Plan Act of 2021, the proceeds of the loan will be used to support expenses at the component of the business or organization that supports local or regional news.
- I understand that SBA encourages the purchase, to the extent feasible, of American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.
- Any EIDL loan received by the Applicant (Section 7(b)(2) of the Small Business Act) between January 31, 2020 and April 3, 2020 was for a purpose other than paying payroll costs and other allowable uses for loans under the Paycheck Protection Program Rules.

For Applicants who are individuals: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

The authorized representative of the Applicant must certify in good faith to all of the below by **initialing** next to each one (the terms "payroll" and "payroll costs" as used in the below certifications include proprietor expenses (business expenses plus owner compensation)):

g l The Applicant was in operation on February 15, 2020, has not permanently closed, and was either an eligible self-employed individual, independent contractor, or sole proprietorship with no employees, or had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on Form(s) 1099-MISC.

g l Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.

g l The funds will be used to retain workers and maintain payroll; or make payments for mortgage interest, rent, utilities, covered operations expenditures, covered property damage costs, covered supplier costs, and covered worker protection expenditures as specified under the Paycheck Protection Program Rules; I understand that if the funds are knowingly used for unauthorized purposes, the federal government may hold me legally liable, such as for charges of fraud.

g l I understand that loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, covered utilities, covered operations expenditures, covered property damage costs, covered supplier costs, and covered worker protection expenditures, and not more than 40% of the forgiven amount may be for non-payroll costs. If required, the Applicant will provide to the Lender and/or SBA documentation verifying the number of full-time equivalent employees on the Applicant's payroll as well as the dollar amounts of eligible expenses for the covered period following this loan.

g l The Applicant has not and will not receive another loan under the Paycheck Protection Program, section 7(a)(36) of the Small Business Act (15 U.S.C. 636(a)(36)) (this does not include Paycheck Protection Program second draw loans, section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)).

g l The Applicant has not been approved for a Shuttered Venue Operator (SVO) grant from SBA as of the date of this application, and the Applicant acknowledges that if the Applicant is approved for an SVO grant before SBA issues a loan number for this loan, the Applicant is ineligible for the loan and acceptance of any loan proceeds will be considered an unauthorized use.

g l The President, the Vice President, the head of an Executive department, or a Member of Congress, or the spouse of such person as determined under applicable common law, does not directly or indirectly hold a controlling interest in the Applicant, with such terms having the meanings provided in Section 322 of the Economic Aid to Hard-Hit Small Businesses, Nonprofits, and Venues Act.

g l The Applicant is not an issuer, the securities of which are listed on an exchange registered as a national securities exchange under section 6 of the Securities Exchange Act of 1934 (15 U.S.C. 78f).

g l I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 U.S.C. 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to $250,000; under 15 U.S.C. 645 by imprisonment of not more than two years and/or a fine of not more than $5,000; and, if submitted to a federally insured institution, under 18 U.S.C. 1014 by imprisonment of not more than thirty years and/or a fine of not more than $1,000,000.

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_g l_ I acknowledge that the Lender will confirm the eligible loan amount using required documents submitted. I understand, acknowledge, and agree that the Lender can share any tax information that I have provided with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.

[redacted]
Signature of Authorized Representative of Applicant

5/18/2021
Date

gregory lloyd
Print Name

Owner
Title

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Purpose of this form:

This form is to be completed by the authorized representative of the Applicant and ***submitted to your SBA Participating Lender***. Submission of the requested information is required to make a determination regarding eligibility for financial assistance. Failure to submit the information would affect that determination.

An Applicant that files an IRS Form 1040, Schedule C, and elects to calculate the PPP loan amount using gross income must use this form. An Applicant that files an IRS Form 1040, Schedule C, and elects to calculate the PPP loan amount using net profit must use SBA Form 2483. An Applicant that files an IRS Form 1040, Schedule F, and calculates the PPP loan amount using gross income must use SBA Form 2483.

Instructions for completing this form:

For purposes of reporting Year of Establishment, applicants may enter "NA".

For purposes of reporting NAICS Code, applicants must match the business activity code provided on their IRS income tax filings, if applicable.

For purposes of reporting Number of Employees, sole proprietors, self-employed individuals, and independent contractors should include themselves as employees (i.e., the minimum number in the box Number of Employees is one). Applicants may use their average employment over the time period used to calculate their aggregate payroll costs to determine their number of employees. Alternatively, Applicants may elect to use the average number of employees per pay period in the 12 completed calendar months prior to the date of the loan application.

For purposes of calculating Average Monthly Payroll for Employees (box C), Applicants must use the average monthly payroll for 2019 or 2020 for employees (not including the owner), excluding costs over $100,000 on an annualized basis, as prorated for the period during which the payments are made or the obligation to make the payments is incurred, for each employee. The payroll year used must be the same as the tax year used for the gross income calculation (box A in either table). For seasonal businesses, the Applicant may elect to instead use average total monthly payroll for any twelve-week period selected by the Applicant between February 15, 2019 and February 15, 2020, excluding costs over $100,000 on an annualized basis, as prorated for the period during which the payments are made or the obligation to make the payments is incurred, for each employee. For new businesses, average monthly payroll may be calculated using the time period from January 1, 2020 to February 29, 2020, excluding costs over $100,000 on an annualized basis, as prorated for the period during which the payments are made or the obligation to make the payments is incurred, for each employee.

If Applicant is refinancing an Economic Injury Disaster Loan (EIDL): Add the outstanding amount of an EIDL made between January 31, 2020 and April 3, 2020 to Loan Request as indicated on the form. Do not add the amount of any EIDL Advance.

With respect to Purpose of the Loan, payroll costs consist of compensation to employees (whose principal place of residence is the United States) in the form of salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave (except those paid leave amounts for which a credit is allowed under FFCRA Sections 7001 and 7003); allowance for separation or dismissal; payment for the provision of employee benefits (including insurance premiums) consisting of group health care coverage, group life, disability, vision, or dental insurance, and retirement benefits; payment of state and local taxes assessed on compensation of employees; and wages, commissions, income, or net earnings from self-employment or similar compensation. This includes proprietor expenses, which means businesses expenses plus owner compensation.

If the Applicant is a qualified joint venture for federal income tax purposes ((1) the only members of the joint venture are a married couple who file a joint return and each file Schedule C, (2) both spouses materially participate in the trade or business, and (3) both spouses elect not to be treated as a partnership), only one spouse may submit this form on behalf of the qualified joint venture. For purposes of reporting Number of Employees, each spouse should be counted. For purposes of determining which table to use to calculate Loan Request Amount, if the Applicant has no employees other than the married couple, complete the table labeled "If you do not have any employees other than yourself, complete this table." For purposes of calculating gross income, enter the sum of gross income (Schedule C, line 7) from both spouses. For purposes of calculating the Loan Request Amount, the amount entered in box B in either table is capped at $8,333.33.

For a sole proprietorship, the sole proprietor is considered the owner of the Applicant. For a limited liability company that has only one member and that is treated as a disregarded entity for federal income tax purposes and files Schedule C, the member is considered a sole proprietor and the owner of the Applicant. If the Applicant is treated as a qualified joint venture for federal income tax purposes (the only members of the joint venture are a married couple who file a joint return and each file a Schedule C), both spouses are considered sole proprietors and owners of the Applicant.

For purposes of reporting (optional) demographic information:

1. **Purpose**. Veteran/gender/race/ethnicity data is collected for program reporting purposes only.
2. **Description**. This form requests information about each of the Applicant's Principals. Add additional sheets if necessary.
3. **Definition of Principal**. The term "Principal" means:
   - The self-employed individual, independent contractor, or sole proprietor.
   - Any individual hired by the Applicant to manage the day-to-day operations of the Applicant ("key employee").
4. **Principal Name**. Insert the full name of the Principal.
5. **Principal Position**. Identify the Principal's position: self-employed individual, independent contractor, sole proprietor, or key employee.

Paperwork Reduction Act – You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 8 minutes. Comments about this time or the information requested should be sent to: Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416, and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503. **PLEASE DO NOT SEND FORMS TO THESE ADDRESSES.**

Paycheck Protection Program
Borrower Application Form for Schedule C Filers Using Gross Income
Revised March 18, 2021

Privacy Act (5 U.S.C. 552a) – Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. (But see Debt Collection Notice regarding taxpayer identification number below.) Disclosures of name and other personal identifiers are required to provide SBA with sufficient information to make a character determination. When evaluating character, SBA considers the person's integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 U.S.C. Section 636(a)(1)(B) of the Small Business Act.

Disclosure of Information – Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain "routine uses" of information protected by that Act. One such routine use is the disclosure of information maintained in SBA's system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies' function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses. In addition, the CARES Act, requires SBA to register every loan made under the Paycheck Protection Program using the Taxpayer Identification Number (TIN) assigned to the borrower.

Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles) – SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice, or (6) take other action permitted in the loan instruments.

Right to Financial Privacy Act of 1978 (12 U.S.C. 3401) – The Right to Financial Privacy Act of 1978, grants SBA access rights to financial records held by financial institutions that are or have been doing business with you or your business including any financial institutions participating in a loan or loan guaranty. SBA is only required provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records. SBA's access rights continue for the term of any approved loan guaranty agreement. SBA is also authorized to transfer to another Government authority any financial records concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

Freedom of Information Act (5 U.S.C. 552) – This law provides, with some exceptions, that SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that is generally released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers, the amount of the loan, and the type of the loan. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

Occupational Safety and Health Act (15 U.S.C. 651 et seq.) – The Occupational Safety and Health Administration (OSHA) can require businesses to modify facilities and procedures to protect employees. Businesses that do not comply may be fined and required to abate the hazards in their workplaces. They may also be ordered to cease operations posing an imminent danger of death or serious injury until employees can be protected. Signing this form is certification that the applicant, to the best of its knowledge, is in compliance with the applicable OSHA requirements, and will remain in compliance during the life of the loan.

Civil Rights (13 C.F.R. 112, 113, 117) – All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. All borrowers must display the "Equal Employment Opportunity Poster" prescribed by SBA.

Equal Credit Opportunity Act (15 U.S.C. 1691) – Creditors are prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Debarment and Suspension Executive Order 12549 (2 C.F.R. Part 180 and Part 2700) – By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.

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[redacted]

Exhibit 8
8/13/2024 M.S.

1/2

[redacted]

Exhibit 9

8/13/2024 M.S.

1/2

[redacted]

EXHIBIT
5
Ahmadou 8/22/2024 D.H.

[redacted]

[redacted]

Thank you for banking with TCF National Bank

How to Balance Your Account

1. Check off in your check register each transaction shown on the front of this statement.
2. ENTER your ending balance from the front of your statement on this line: $________
3. ADD any deposits or additions not shown on the statement, including ATM deposits:

$______ $______ $______ $______ $______ Total Additions (+) $________

Subtotal $________

4. SUBTRACT any checks written or withdrawals made that are not shown on this statement, such as bill payment withdrawals, automatic withdrawals, ATM withdrawals, check printing charges, service fees, check card, and other transactions:

$______ $______ $______ $______ $______
$______ $______ $______ $______ $______ Total Subtractions (-) $________

This adjusted statement balance should agree with your check register balance $________

If Your Account Balance and Adjusted Statement Balance Do Not Agree

1. Verify that all differences were corrected from your last month's statement.
2. Check additions and subtractions in your checkbook.
3. Make sure that you listed all of your outstanding checks and deposits.
4. Make sure you have recorded all electronic transfers, automatic deposits or withdrawals, fees, interest deposits, and all automatic bill payment and ATM activities and other transactions.
5. Compare the amount of each check and deposit with the amount recorded on this statement and in your checkbook.
6. Call us if you have a problem balancing your account.

Information Concerning Your Consumer Checking or Savings Account Statement

You Choose How TCF Handles Your TCF Debit Card Overdrafts. You can tell TCF if you do not want us to authorize and pay overdrafts on your consumer checking or money market account for your ATM and everyday debit card transactions. This choice does not apply to recurring debit card transactions or transactions you make using debit cards not issued by TCF. You can select or change this option by calling TCF Customer Service at 1-866-823-4472, or for hearing impaired (TTY) 1-800-343-6145. TCF charges a $37 fee for paying your overdrafts. TCF does not charge a fee for declining ATM and everyday debit card transactions. We can change these fees at any time. For more information, call us at the number above, or see your account disclosures and the notice called *What You Need to Know about Overdrafts and Overdraft Fees*. You can get this at tcfbank.com or at any TCF branch.

In Case of Errors or Questions About Your Electronic Transfers. If you think your statement or receipt is wrong or if you need more information about a transfer on your statement or receipt, telephone us or write us at the phone number or address shown below as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the suspected error or problem appeared. Give us the following information: 1) your name and account number; 2) the dollar amount of the suspected error; and 3) a description of the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. If you need more information, describe the item you are not sure about. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. This time period is extended to 20 business days if the error involves an electronic funds transfer to or from your account within 30 days after the first deposit to the account.

In Case of Errors or Questions Not Involving Electronic Transfers. You must promptly examine your statement and notify us of any errors at the phone number or address shown below. For any errors that do not involve electronic transfers, we must hear from you no later than 30 days after we sent you the FIRST statement on which the suspected error appeared. Give us the information desired in the previous paragraph for us to investigate the suspected error. We will correct any error promptly. If TCF does not hear from you within the 30 day period, we are released from all liability for the transactions unless otherwise stated in your Account Contract.

Checking Your Preauthorized Credit Deposits. If you have arranged direct deposits to your checking or savings account at least once every 60 days from the same person or company, you can check to see if the deposits were made by calling the phone number on the front of this statement.

Your Right to Stop Payment on Preauthorized Payments. If you have told us in advance to make regular payments out of your checking or savings account, you can stop any of these payments. Call us at the telephone number or write us at the address shown below in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a fee for each stop payment order you give.

Checking Account Statement Delivery. You can choose the delivery method for your checking account statements. If you enroll for online statements, you will not receive paper statements. If you do not enroll for online statements, you will receive a paper statement. Depending on your account type, we may charge you a fee for paper statements. Additional fees may apply if you ask for check image copies with your paper statements. Paper statement fees do not apply to accounts TCF classifies as commercial relationship accounts. You can change your delivery method at any time.

Contacting TCF Customer Service

By Phone: 1-800-823-2265 or TTY (hearing impaired) 1-800-343-6145

By Mail: TCF National Bank, PO Box 190, Minneapolis, MN 55440-0190 tcf bank

Account Agreement

Date	Account Number	Type of Account	Beginning Interest Rate	Beginning Annual Percentage Yield	Cards Requested
[redacted]					[redacted]

Kolawole Ayindamola Jr-Ahmadou

Taxpayer Identification Number [redacted]

Address
[redacted]

City, State, Zip

DEFINITIONS

"**Account**" means the checking, savings, or money market account listed above.

"**Account Contract**" means: (1) this Account Agreement; (2) TCF's *Terms and Conditions for Checking and Savings Accounts*; (3) TCF's *Schedule of Fees*; (4) TCF's Privacy Policy; (5) TCF's *Account Disclosure*; and (6) TCF's *What You Need to Know About Overdrafts and Overdraft Fees* (as applicable). If you are opening an Individual Retirement Account or a Coverdell Education Savings Account, your Account Contract includes your Application and Account Disclosure Statement. If you are opening a Health Savings Account, your Account Contract includes your Application, Account Disclosure Statement, Authorized Signer Designation, and Beneficiary Designation. TCF may change your Account Contract from time to time by giving you notice of the change.

"**Affiliates**" means any company directly or indirectly owned by us or TCF Financial Corporation.

"**TCF**," "**TCF Bank**," "**we**," "**us**," and "**our**" mean TCF National Bank.

"**You**" and "**your**" mean each person or entity named above as Account owner. If there is more than one Account owner, "you" and "your" mean each owner individually and all owners together.

CERTIFICATION OF FEDERAL TAXPAYER IDENTIFICATION NUMBER

(In this certification below, "I," "me," and "my" mean the Account owner)

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below) (including a U.S. resident alien).

Note: Certification Instructions. You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

If you are not a "U.S. Person," please complete Form W-8 BEN instead of signing this certification.

Signature of U.S. Person: X [redacted] Date: 04/15/21

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: (1) An individual who is a U.S. citizen or U.S. resident alien; (2) A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States; (3) An estate (other than a foreign estate); or (4) A domestic trust (as defined in Internal Revenue Service Regulations section 301.7701-7).

ARBITRATION AGREEMENT ACKNOWLEDGMENT

Your Account Contract includes an arbitration agreement. If there is a dispute between you and TCF and the dispute is covered by the arbitration agreement, then either you or TCF may require the dispute to be resolved by arbitration in front of an arbitrator. This means that you and TCF will not have the right to: (1) a jury or court trial to resolve the dispute; or (2) pursue a claim as a class action. **You have the right to reject the arbitration agreement by giving written notice to TCF within 30 days after the date of this Agreement following the procedures described in your Account Contract.** See the section called "Arbitration of Disputes" in TCF's *Terms and Conditions for Checking and Savings Accounts* for more information.

1. Initial: X [redacted] 2. Initial: ______ 3. Initial: ______ 4. Initial: ______

EXHIBIT
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Ahmadou 8/22/2024 D.H.

Account Number (the "Account") [redacted]

APPLICATION FOR ACCOUNT

By signing below, you agree to all the terms of your Account Contract. By continuing your Account or using any account-related services, you confirm your agreement to all the terms of your Account Contract as it may be amended from time to time. You also acknowledge that you have received a copy of this Agreement and all the other documents that are part of your Account Contract, and agree that we may provide these documents to you electronically when permitted by law. You also acknowledge that you have received the notice called *What You Need to Know About Overdrafts and Overdraft Fees*, and agree that we may provide the notice and confirmation of your overdraft election to you electronically.

By signing below, you acknowledge that you requested the TCF ATM or debit card(s), if any, indicated above. You also agree that we may share information about you and your Account transactions with our Affiliates. The information may include your consumer report. Our Affiliates may use the information to determine whether to offer you other products and services, and for other legitimate business purposes. You agree that we may share the information with third parties that are not our Affiliates. You may direct us to NOT share certain information, as explained in the TCF Privacy Policy.

Any of the persons signing below is authorized to conduct transactions on this Account. You state and agree that the signature appearing below for each "authorized signer" is the true and correct signature of the signer.

If you owe us a debt from a previous deposit or loan account, you agree that we may deduct that amount from your new Account shown above, regardless of the source of the funds in your new Account, and apply the money towards the debt. Our right to make this deduction (called "setoff") does not apply in certain circumstances as described in your Account Contract. For example, we will not deduct funds from your new Account to pay a previous debt if: (a) your new Account is an IRA or other tax-deferred or tax-free retirement account or held in a representative capacity, or (b) the funds are exempt from setoff or the setoff is otherwise prohibited by law.

Signed: X [redacted] 04/15/21

Customer Signature Kolawole Ayindamola Jr-Ahmadou *Date*

Customer Signature *Customer Signature* *Customer Signature*

TO OPEN AN ACCOUNT, THIS AGREEMENT MUST BE SIGNED OR INITIALED BY THE APPROPRIATE PERSON IN ALL PLACES WHERE INDICATED.

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