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elxis.garcia@cplc.org

Prestamos CDFI: Financial Solutions By Investing In Communities Prestamos CDFI provides businesses in emerging communities access & opportunities to achieve success in the market by offering various financial solutions.prestamosloans.com

From: Gregg Lloyd <diablotek79@gmail.com>

Date: Monday, July 25, 2022 at 8:49 AM

To: Elexis Garcia <elxis.garcia@cplc.org>

Subject: Re: gregory lloyd/SBA-4538249010

Elexis.

I have just got off the phone with Presamtos, and they have advised me to send you another email, hopefully I will get a response this time.

I notice that my funds were sent back to Pretamos on July 12th from my Capital One account, can you now please give me a status update on this. This has now been going on for 13 months!

I also provided my new address, which is [REDACTED] any and ALL mail now needs to be send to that address.

Thank you for your time.

Gregg

Deposition of Gregory Lloyd

Alicia Marshall, et al. v. Prestamos CDFI, LLC

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1 you about the status of your loan; is that fair to 2 say? 3 A Well, they can't comment on the status of 4 my loan because they didn't provide my loan. 5 They're just the bank that held my funds. 6 Q Okay. So Capital One held your funds; 7 correct? 8 A Correct. 9 Q Just so I'm clear on the chain of events. 10 So Prestamos deposited your PPP funds into 11 your Capital One account; right? 12 A Correct. 13 Q And then Capital One held onto those funds? 14 A Correct. As soon as I woke up in the 15 morning, my account was frozen, unable to use those 16 funds. The same day it was deposited. Because 17 deposits go in -- you know, we all know they go in 18 around two, three, four o'clock in the morning. You 19 got to bed and there's nothing in there; you wake up 20 and your money is there. So as soon as I woke up, 21 my account was frozen. Couldn't even use it. 22 Q Okay. So let's talk a little bit about 23 that day. 24 Explain to me how you discovered that your	1 [REDACTED] 2 [REDACTED] 3 [REDACTED] 4 [REDACTED] 5 [REDACTED] 6 [REDACTED] 7 [REDACTED] 8 [REDACTED] 9 [REDACTED] 10 Q Okay. But it was Capital One that put a 11 hold on your funds, not Prestamos; right? 12 A It was Capital One that put a hold on it, 13 obviously. Yes. 14 Q Okay. Do you have any reason to believe 15 that Prestamos was responsible for putting a hold on 16 those funds? 17 A Putting a hold on it? No. I think 18 Prestamos is at fault for not assisting getting it 19 back. 20 Q Okay. But Prestamos disbursed the funds to 21 your account; right? 22 A Correct. 23 Q Mr. Lloyd, do you recall answering written 24 questions in this case prior to this deposition?
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1 funds were frozen. 2 A I woke up in the morning to pay a bill. 3 Q And was your entire Capital One account 4 frozen? 5 A Yes. Both my savings and my checking. My 6 entire account was closed -- frozen. Even my own 7 money that was in there on top of the PPP loan was 8 frozen. 9 Q And what did you do when you discovered 10 that your entire account, including your PPP funds, 11 were frozen? 12 A Called Capital One. 13 Q And what did you say to them? 14 A Why is my account frozen. I mean, 15 obviously you can't expect me to remember word for 16 word what I did three years ago, but it would have 17 been along the lines of why is my account frozen, 18 what is going on, and then they would tell me why 19 and then thank you very much, I will get in contact 20 with Blue Acorn. 21 Q Just for my edification, what did Capital 22 One say to you? And I understand it's not going to 23 be verbatim, your recollection, but to the extent 24 you recall.	1 A No. 2 MR. LEDERER: Objection to form. Yeah, 3 objection to form. 4 MR. GALLAGHER: I'll clarify. 5 BY MR. GALLAGHER: 6 Q Do you recall responding to what are called 7 interrogatories? 8 A Yes. 9 Q Okay. Do you also recall signing a 10 verification to those interrogatory responses? 11 A Yes. 12 MR. GALLAGHER: Can you put up tab 8. 13 Mr. Lloyd, I'm going to mark this document as 14 Exhibit 3. 15 (Exhibit 3 marked for identification.) 16 BY MR. GALLAGHER: 17 Q Mr. Lloyd, do you recall reviewing this 18 document? 19 A Yes. 20 Q And do you recall signing it as well? 21 A Yes. 22 Q In this verification you state that "I, 23 Gregory Lloyd, state that I am one of the plaintiffs 24 in this matter. I have read the foregoing

[Deposit Account Agreement](#)[Electronic Communication Consent](#)[Evolve Privacy Policy](#)

Dave Spending Account Deposit Agreement and Disclosures

Last Updated 06/16/2021

Please read this Dave Deposit Account Agreement (the "Agreement") carefully and retain it for your future reference. This Agreement contains the general terms, conditions and disclosures related to the non-interest bearing demand deposit account ("Dave Spending Account") and Dave Debit Mastercard® ("Dave Card") made available to eligible consumers by Evolve Bank & Trust ("Evolve"), member of the Federal Deposit Insurance Corporation ("FDIC"), in partnership with Dave Inc. ("Dave"), the program partner responsible for managing the Dave Spending Account and Dave Card program.

When you see the words "we," "us," or "our" in this Agreement, it refers to Evolve, as well as any of its affiliates, successors, assignees, agents or service providers. When you see the words "you" or "your," it refers to you, the owner of the Dave Spending Account, as well as your personal representatives, executors, administrators, and successors.

If there is a conflict between this Agreement and any other document or statement made to you concerning the Dave Spending Account or Dave Card, this Agreement will govern. If there is a conflict between this Agreement and any other document or statement made to you concerning any services or products other than the Spending Account or Dave Card, the separate terms and conditions applicable to that service or product will govern. Section headings that appear in this Agreement are for convenience purposes only and are intended to help you find information. They should not be construed as affecting the meaning of the Agreement.

By opening or continuing to hold an account with us, you agree to be bound by this Agreement as well as any other agreement or document we may provide to you from time to time in connection with the Dave Spending Account.

IMPORTANT NOTE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION AND YOUR RIGHT TO A JURY. THE TERMS OF ARBITRATION AND THE WAIVER APPEAR IN SECTION VII(K) OF THIS AGREEMENT.

I. Dave Spending Account Basics

A. What is a Dave Spending Account?

The Dave Spending Account is a non-interest-bearing demand deposit account used to hold your deposits and make payments and transfers between accounts you may have at other banks and to third parties online, through Dave's mobile application (the "Mobile App") and through the use of the Dave Card. Separate terms and conditions apply to the Mobile App. Please refer to the Terms of Use available at <https://dave.com/terms> for additional information.

B. Dave Spending Account Eligibility

The Dave Spending Account is available to United States citizens or lawful permanent residents of the fifty (50) United States ("U.S."), the District of Columbia, American Samoa, Guam, Marshall Islands, Northern Mariana Islands, Palau and US Virgin Islands who are at least 18 years of age, have a U.S. physical address or with military addresses (APO or FPO), and have a valid Social Security Number or Tax Identification Number. The Dave Spending Account is only available to individuals for personal, family or household purposes and may not be opened by a business in any form or used for business purposes.

You must also agree to go paperless. This means that you must (1) provide us with a valid email address and (2) agree to accept electronic delivery of all communications that we need or decide to send you in connection with your Dave Spending Account. Please refer to the Dave Electronic Signatures in Global and National Commerce Act (ESign) Policy <https://www.dave.com/electronic-communications-consent> for additional details. We may decline to open a Dave Spending Account or issue a Dave Card to you for any reason, or for no reason; this includes if you have had or currently have any other relationships or accounts with either us or Dave that you did not maintain in a satisfactory manner. We are not liable for any damages or liabilities resulting from refusal of a Dave Spending Account relationship.

C. Titling and Ownership of Dave Spending Accounts

The Dave Spending Account may only be owned in the name of one person who may make deposits and transfer or withdraw funds. The Dave Spending Account cannot be owned or titled as a joint account, trust account, a Uniform Transfers to Minors (UTMA) account or a Payable On Death (POD) account.

D. How To Open a Dave Spending Account

You may apply for a Dave Spending Account by submitting a request through the Mobile App and providing all requested information.

Important information about procedures for opening a new Dave Spending Account: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information identifying each person who opens a Dave Spending Account. This means that when you open a Dave Spending Account, we will ask for your name, street address, Social Security Number or Tax Identification Number, date of birth and other information that will allow us to identify you. We may also ask to see identifying documents, such as a driver's license.

E. No Minimum Deposit or Balance

There is no minimum deposit required to open a Dave Spending Account and no minimum balance you need to maintain in your Dave Spending Account.

F. Power of Attorney and Attorneys-In-Fact

We may allow you to give another person (known as an "attorney-in-fact") power of attorney to act on your behalf for your Dave Spending Account. You must obtain written approval from us before we will honor any power of attorney. Email us at legal@dave.com for approval if you plan to create a power of attorney. Please be aware that it may take up to two weeks for us to review your request. If approved, we will honor orders and instructions from your attorney-in-fact until (1) we receive a written revocation from you; (2) we are

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

3 ALICIA MARSHALL, et : CASE NO.
4 al., individually and : 5:21-ev-04337-JMG
5 on behalf of all :
6 others similarly :
7 situated, :
8 Plaintiffs :
9 :
10 :
11 :
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25 :

7 VS.

8 PRESTAMOS CDFI, LLC,
9 Defendant

9 * * *

10 TUESDAY, JULY 16, 2024

11 * * *

13 Oral deposition of JOHN C. MARTIN
14 taken remotely, commencing at 10:02 a.m.
15 before Debbie Leonard, Registered Diplomate
16 Reporter, Certified Realtime Reporter.

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1 day-to-day expenses, like, all my expenses, 2 all my purchases for personal use goes 3 through the bank, since I -- 4 Q. Can you tell me when you opened 5 the account? 6 A. Oh, a long time ago. Years 7 ago. Probably -- 8 Q. I'm sorry? 9 A. Probably over 15, 20 years ago. 10 Q. Sometime between 2000 and 2010? 11 A. It was already opened, yeah. 12 Q. Already opened by 2000? 13 A. Yeah. It was -- it was open a 14 long time ago. There was one instance -- and 15 I can't remember roughly the year. Maybe 16 five, six years ago my account number had to 17 change because there was -- someone -- I 18 don't know. I think T-Mobile somehow 19 compromised my information and somehow people 20 were stealing money from my account, and so 21 we ended up changing my account number, there 22 was some fraud going on. 23 And so we had it corrected, 24 and -- but, really, if we don't look at that, 25 I go -- my account with America First goes	1 A. No, I was not aware. 2 Q. Do you know one way or another 3 whether you got a document from America First 4 setting up rules for the account? 5 A. They sent a letter a few days 6 after the funds were returned. Because I 7 didn't even realize it hit the bank and left 8 the bank. I didn't even realize it until I 9 got the letter from the bank. 10 And the letter from the bank 11 was basically saying that, you know, we can't 12 receive business loans on a personal account, 13 so we have to return the funds. And that was 14 the scope of the letter. 15 Q. Was the letter -- that was a 16 letter written by the credit union? 17 A. Yes. 18 Q. And was there anything 19 suspicious about that in your mind? 20 A. No. I think that was standard 21 operating procedure from the bank. 22 Q. Right. So when you said 23 earlier that you found it suspicious when 24 Blueacorn told you about not being able to 25 verify your identity, you're not suspicious
Page 55	Page 57
1 back probably 20 years, easy. 2 MR. ROGERS: Debbie, can you 3 read the question and answer before 4 the last question and answer, please. 5 THE REPORTER: Sure, no 6 problem. 7 * * * 8 (The court reporter read from 9 the record as follows:) 10 * * * 11 "QUESTION: Okay. And why did 12 you open an account at America First 13 Credit Union? 14 "ANSWER: Well, that account 15 was opened so that I can receive my -- 16 my business deposits and also to 17 handle my personal day-to-day 18 expenses." 19 * * * 20 MR. ROGERS: That's good 21 enough. 22 BY MR. ROGERS: 23 Q. Were you aware when you opened 24 the account that you couldn't use it for 25 business purposes?	1 that America First didn't ultimately keep the 2 deposit based on its business account 3 prohibition? That you don't find suspicious? 4 A. No, I did not find anything 5 suspicious on what my credit union did. 6 Q. Okay. Did you contact America 7 First -- first of all, how did you find 8 out -- you said you got a letter from them? 9 A. Yes. It was a physical letter, 10 just a paper letter. 11 Q. That you received in the mail? 12 A. Uh-huh. Yes. 13 Q. And I'm going to ask you the 14 question I asked you about 15 minutes ago. 15 Was that a document that you gave to your 16 lawyers? 17 A. The letter from the bank, I 18 don't think I submitted to my attorneys. 19 Q. Do you still have it? 20 A. No, I don't -- I didn't retain 21 it, but it's on the record -- I mean, I'm 22 sorry, it's on the records of the bank. 23 Somewhere along the lines, they retain 24 records of letters that they send out to me. 25 So you may actually have it, quite possibly.

2:58



5G 13%



Yahoo Mail - You rec...



6/21/2021

Yahoo Mail - You received a Direct Deposit

You received a Direct Deposit

From: servicing@app.bluebird.com

To: [REDACTED]

Date: Tuesday, June 15, 2021, 04:31 AM PDT



Good News!



Paris Townsend

[REDACTED]

Hi, Paris Townsend,
You received a Direct Deposit from PRESTAMOSCDFI, and the money is now available in your Bluebird® Bank Account. Please keep this email for your records.

Transaction Details:

From	PRESTAMOSCDFI
Amount	\$20,012.00
Date available	6/15/2021
Transaction ID	[REDACTED]

1/2

6/21/2021

Yahoo Mail - You received a Direct Deposit

Questions or want to learn more about Bluebird? Visit us at [Bluebird.com/faqs](https://bluebird.com/faqs).Thanks,
The Bluebird Team[Contact Customer Care](#) | [View Our Privacy Policy](#)

Please note: This email was sent from a notification-only address that cannot accept incoming email.
Bluebird® Bank Account is a demand deposit account established by MetaBank®, N.A., Member FDIC.
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2/2

Exhibit 14

8/13/2024 M.S.



TOWNSEND00017

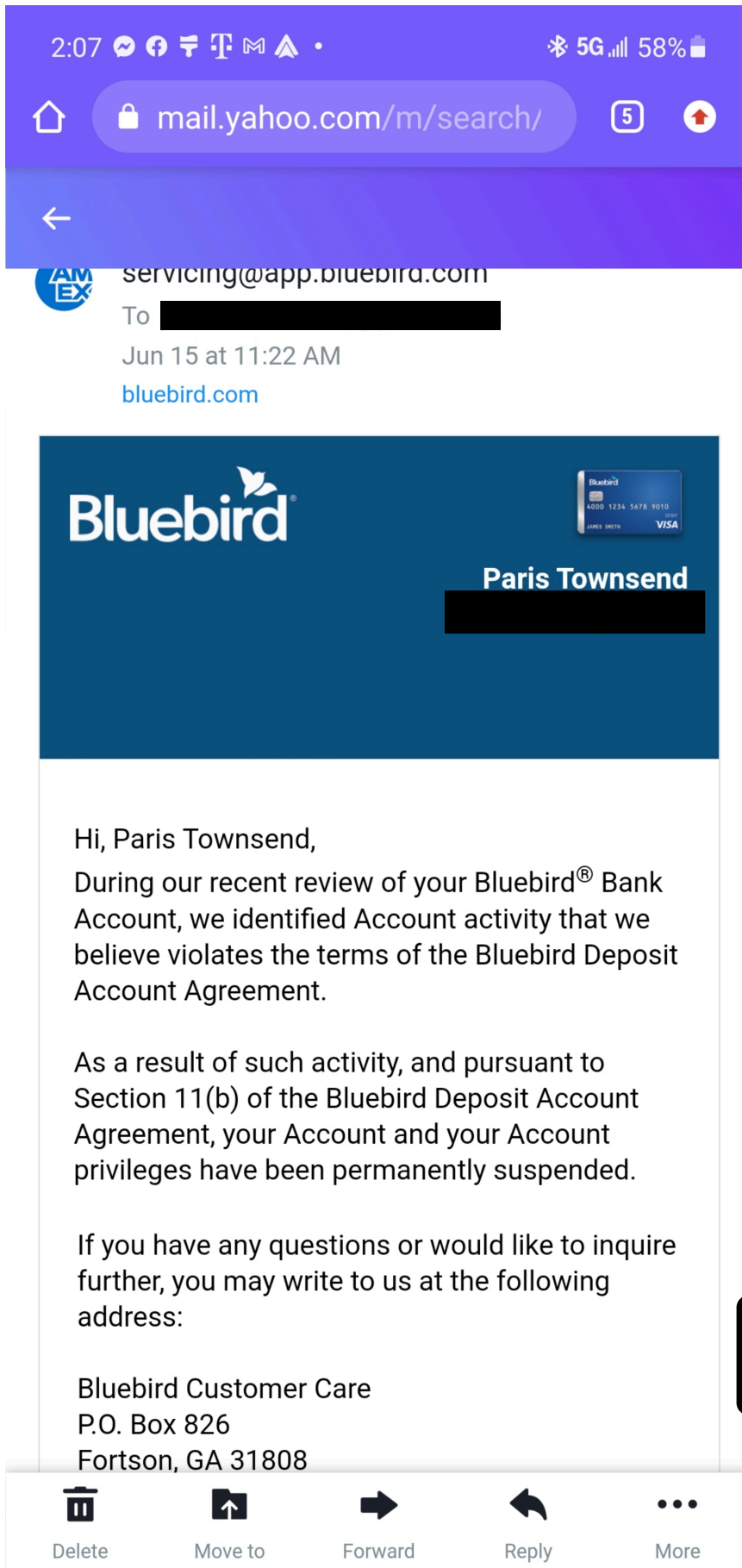
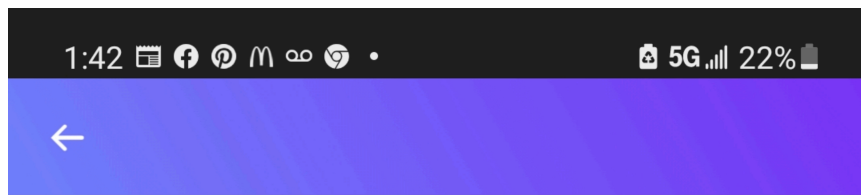


Exhibit 15

8/13/2024 M.S.

TOWNSEND00018



Escalation - Incomm Bluebird - Paris Townshend



Josh Nowell

To [REDACTED]

Jun 29 at 12:34 PM

 1 attachment

Hi Paris,

This is Incomm contacting you regarding your Bluebird account that was locked on 6-15-21. On 6-15-21, we received a direct deposit in the amount of \$20,012.00. Based on multiple factors, we declined the load. The \$20,012.00 was returned to Blue Acorn, the PPP loan originator, and you will need to reach out to the originator to obtain the funds through different means. The deposit was returned on 6-15, and on the same day, a refund check was issued for the remaining [REDACTED] on the account. You will receive the refund check soon, but the account cannot be reinstated.

Exhibit 17

8/13/2024 M.S.

If you have any further questions, our Customer Service Teams are ready to assist at 833-926-3922.



Delete



Move to



Forward



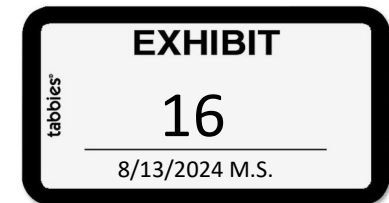
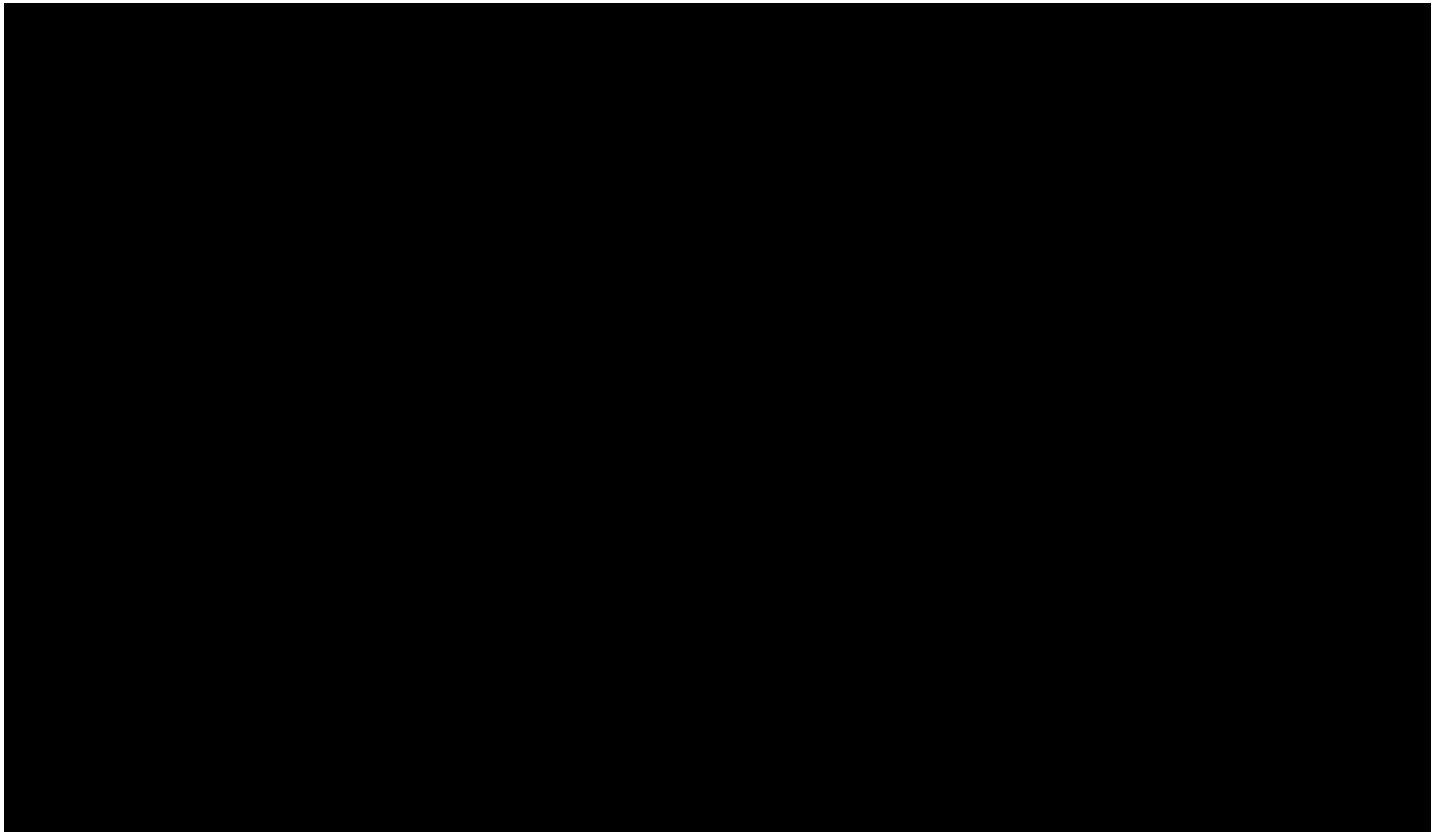
Reply



More



TOWNSEND00027

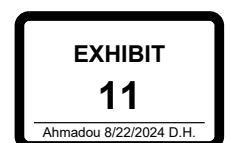


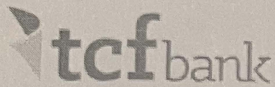
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]





New part of
The Huntington National Bank

June 23, 2021

Kolawole Ayindamola Jr-Ahmadou
[REDACTED]
[REDACTED]

RE: Account [REDACTED]
Dear customer

On 06/23/2021, TCF placed a hold on your account in the amount of \$ 20,832.00. This action was necessary because a transaction(s) made on 06/22/2021 was reported to us for the following reason:

- ☐ The sender of a wire transfer or electronic funds transfer (ACH) credited to your account reported the transaction as fraudulent
- ☐ Remotely created checks have been deposited to your account(s) in violation of TCF's *Terms and Conditions for Checking and Savings Accounts*
- ☐ One or more checks deposited to your account have been reported to us as fraudulent
- ☐ The funds in your account are subject to a potential legal dispute
- ☐ We anticipate receiving a government demand to return or seize the funds
- ☒ Other: We anticipate receiving a request to return the funds to the originator

TCF may not honor items presented for payment from your account unless you have available funds in your account.

Please notify TCF within 10 days from the date of this notice if you have additional information we should consider related to this hold. Please be aware that we may contact you for additional information during our investigation. We will notify you when we are able to remove the hold or if we release the funds to another party.

TCF reserves all of its rights, remedies, claims and defenses against you and all other parties.

TCF Bank
Fraud Protection Services
763-337-7777, option #1, option #4

EXHIBIT
12

Ahmadou 8/22/2024 D.H.