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

ALICIA MARSHALL, *et al.*,

Plaintiffs,

v.

PRESTAMOS CDFI, LLC,

Defendant.

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

DEFENDANT PRESTAMOS CDFI, LLC'S
APPENDIX IN SUPPORT OF MOTION FOR
SUMMARY JUDGMENT VOLUME 2 OF 2

Exhibit	**Document**	**Bates Numbers**
10	SBA Email Regarding Recovery on Fraudulent PPP Loan	Def_Appx_0177
11	SBA Investigation Email	Def_Appx_0178-0180
12	Deficient Loan Documents Chart and Compilation	Def_Appx_0181-0326
13	Bank Return Reasons Chart and Compilation	Def_Appx_0327-0370
14	Dismissed Class Representative Chart and Compilation	Def_Appx_0371-0385
15	Plaintiff Eligibility Chart and Document Certification Compilation	Def_Appx_0386-0397
16	Blueacorn Enhanced Due Diligence Guidelines	Def_Appx_0398-0429
17	J. Martinez Deposition Transcript Excerpts	Def_Appx_0430-0434

Exhibit 10
SBA Email Regarding Recovery on Fraudulent PPP Loan

Message

From: Blank, Michelle L. (Off. Inspector Gen.) [Michelle.Blank@sba.gov]
Sent: 5/24/2021 5:29:05 PM
To: Jose Martinez [Jose.Martinez@cplc.org]; Patricia Gonzalez [Patricia.Gonzalez@cplc.org]
Subject: PPP Loan Fraud Loan [redacted]
Attachments: SBA Loan [redacted] - [redacted] - Prestamos $17082.pdf

Jose,

PPP Loan #[redacted] in the name of [redacted] was disbursed to a Citizens bank account in the name of a minor [redacted] Citizens Bank will be contacting you to return the funds as it has been deemed as fraud. Please work with Citizens to have those funds returned.

Thanks,

Michelle Blank
COVID Desk Officer
Office of Inspector General
U.S. Small Business Administration
C: 267-825-4663

Exhibit 11
SBA Investigation Email

Message

From:	noreply@salesforce.com [noreply@salesforce.com]
on behalf of	Investigations [investigations@blueacorn.co]
Sent:	7/30/2021 8:32:25 PM
To:	Jose Martinez [Jose.Martinez@cplc.org]; Patricia Gonzalez [Patricia.Gonzalez@cplc.org]
Subject:	RE: [redacted]

Hi Jose and Patricia,

Here is my review for the loan application listed under [redacted].

BA number	[redacted]
Tech Enabled eligibility verification	[redacted]
Schedule C	[redacted]
Bank Statement	[redacted]
Driver's License	[redacted]
	[redacted]
	[redacted]
Audit Trail	[redacted]
IP addresses	[redacted]
Support History	[redacted]

Thanks,
Nancy

--------------- Original Message ---------------
From: Jose Martinez [jose.martinez@cplc.org]
Sent: 7/29/2021, 5:32 PM
To: gertrude.brocke@sba.gov
Cc: investigations@blueacorn.co; 6aa5131c.5209186777.onmicrosoft.com@amer.teams.ms; sbainquiries@blueacorn.co
Subject: RE: [redacted]

Gertrude,

Thank you for bringing this to our attention. I have copied the investigations team with our service provider. They will look into this file and provide you the requested information directly.

From: Brocke, Gertrude B. (Temp) <Gertrude.Brocke@sba.gov>
Sent: Thursday, July 29, 2021 4:43 PM
To: Jose Martinez <Jose.Martinez@cplc.org>
Subject: [redacted]

Hello Mr. Martinez,

Loan number [redacted] under [redacted] has been reported as potential fraudulent loan, this loan is currently under Active-un-disbursed status, and SBA needs all supporting documentation used in obtaining this loan. Please DO NOT disburse these funds until the investigation has been completed.

Best regards,

Gertrude Brocke

Loan Specialist

Fraud Risk Management

Commercial Loan Service Center – Fresno

U.S. Small Business Administration

Gertrude.Brocke@sba.gov

U.S. Small Business Administration

Home Page | Twitter | Instagram | Facebook | YouTube | LinkedIn | Email Alerts

How are we doing? Please click here to give us your feedback!

All Round 2 PPP questions (1st or 2nd draw) - 7apaycheckloanprogramquestions@sba.gov.

Round 1 EIN/SSN #, Ownership changes – Submit to the Servicing Team at fsc.servicing@sba.gov

PPP Round 2 Guidance - 7apaycheckloanprogramquestions@sba.gov

Forgiveness Submission Questions - pppforgivenessrequests@sba.gov

E-Tran and CAFS – CLS@sba.gov

Exhibit 12
Deficient Loan Documents Chart and Compilation

LOAN DOCUMENTATION DEFICIENCIES

Plaintiff	Type of Deficiency	Description of Deficiency
Bradley Smith, Sharon	[redacted]	[redacted]
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]

		[redacted]
Johnson, Alyshia	[redacted]	[redacted]
Jones, Jamie	Incomplete Submission	[redacted]
Lloyd, Gregory	[redacted]	[redacted]
Marshall, Alicia	Incomplete Submission	[redacted]
Martin, John	Incomplete Submission	[redacted]
Marvel, Lametria	[redacted]	[redacted]

		[redacted]
Townsend, Paris	[redacted]	[redacted] [redacted]
Kolawole, Ahmadou[28]	[redacted]	[redacted] [redacted] [redacted]

1 *Compare* Accompanying Compilation at Def_Appx_0186 (S. Smith Dep Ex. 14) *with id.* at Def_Appx_0188 (S. Smith Dep. Ex. 15 Expert).
2 *Compare id.* at Def_Appx_0186 (S. Smith Dep. Ex. 14) *with id.* at Def_Appx_0190 (S. Smith Dep. Ex. 20 Excerpt).
3 *Id.* at Def_Appx_0191-94 (K. Henderson Dep. Ex. 5).
4 *Id.* at Def_Appx_0196 (K. Henderson Dep.) at 75:22:1-77:21.
5 *Id.* at Def_Appx_0197-0200 (K. Henderson Dep. Ex. 8 Excerpt).
6 *Compare id.* at Def_Appx_0201-02 (J. Horne Dep. Ex. 16) *with id.* at Def_Appx_0203-04 (J. Horne Dep. Ex. 15).
7 *Id.* at Def_Appx_0205-16 (subpoenaing, *inter alia*, all "Documents reflecting or relating to any account held solely or jointly by [Jahbrael Horne] with TD Bank"); *id.* at Def_Appx_0217-18 (J. Horne Dep. Ex. 13) [redacted]
8 *Id.* at Def_Appx_0219 (J. Horne Dep. Ex. 11).
9 *Id.* at Def_Appx_0225 (J. Horne Dep. Ex. 11).
10 *Id.* at Def_Appx_0228 (J. Horne Dep. Ex. 11).
11 *Id.* at Def_Appx_0229-30 (A. Johnson Dep. Ex. 6).
12 *Id.* at Def_Appx_0232-36 ([redacted]).
13 *Id.* at Def_Appx_0237-38 (J. Jones Dep. Ex. 12 Excerpt); *id.* at Def_Appx_0239-40 (J. Jones Dep. Ex. 13 Excerpt).
14 *Id.* at Def_Appx_0241-43 (G. Lloyd Dep. Ex. 7 Excerpt); *id.* at Def_Appx_0244-52 (G. Lloyd Dep. Ex. 8 Excerpt).
15 *Id.* at Def_Appx_0254 (G. Lloyd Dep.) at 19:5-7.
16 *Id.* at Def_Appx_0255 (G. Lloyd Dep. Ex. 13).
17 *Id.* at Def_Appx_0269 (G. Lloyd Dep. Ex. 9).
18 *Id.* at Def_Appx_0271-74 (A. Marshall Dep. Ex. 9).
19 *Id.* at Def_Appx_0275-90 (J. Martin Dep. Ex. 11 Excerpt).
20 *Id.* at Def_Appx_0275-78.
21 *Id.* at Def_Appx_0291 (L. Marvel Dep. Ex. 17).
22 *Id.* at Def_Appx_0292 (L. Marvel Dep. Ex. 12).
23 *Id.* at Def_Appx_0297 (P. Townsend Dep. Ex. 10).
24 *Id.* at Def_Appx_0305 (P. Townsend Dep. Ex. 11).
25 *Compare id.* at Def_Appx_0309 (Townsend Dep. Ex. 8) (identifying "Year to Date Period" as beginning on December 5) *with id.* at Def_Appx_0310 (Townsend Dep. Ex. 9) (identifying "Year to Date Period" as beginning on January 1).
26 *Id.* at Def_Appx_0310 (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.

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[29] *Id.* at Def_Appx_0311 (Ahmadou Dep. Ex. 7); *id.* at Def_Appx_0312 (Ahmadou Dep. Ex. 8).
[30] *Id.* at Def_Appx_0320 (Ahmadou Dep. Ex. 15 Excerpt).
[31] *Id.* at Def_Appx_03321-24 (Ahmadou Dep. Ex. 5).
[32] *Id.* at Def_Appx_0325 (Ahmadou Dep. Ex. 13).
[33] *Id.* at Def_Appx_0323-24 (Ahmadou Dep. Ex. 5).

[redacted]

Highly Confidential

Exhibit

14

Smith 7/19/2024 T.L.

[redacted]

Exhibit

15

Smith 7/19/2024 T.L.

[redacted]

[redacted]

[redacted]

Exhibit

20

Smith 7/19/2024 T.L.

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.

[redacted]

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

[redacted]

[redacted]

Exhibit
9
Henderson 8/23/2024 T.L.

[redacted]

[redacted]

[redacted]

[redacted]

Exhibit
Tab 15
Home 8/8/2024 A.S.

[redacted]

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.
Prestamos CDFI LLC, et al.
Defendant

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

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).

SCHEDULE A

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]

[redacted]

[redacted]

[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]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Exhibit
12
Jones 8/7/2024 T.L.

[redacted]

[redacted]

Exhibit
13
Jones 8/7/2024 T.L.

[redacted]

[redacted]

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

[redacted]

[redacted]

[redacted]

Exhibit
8
Lloyd 7/24/2024 T.L.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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

ALICIA MARSHALL, et. al.,)
individually and on behalf of)
all others similarly situated,)
)
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)	greaorv 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]	

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 los[redacted] to the government?		
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.		
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.		
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 → gl		
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)[redacted] Initial here to confirm your response to question 6 → gl		
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?		
8. Is the Applicant a franchise?		
9. Is the franchise listed in SBA's Franchise Directory? If yes, enter SBA Franchise Identifier Code here: ________________		

Paycheck Protection Program
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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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Revised March 18, 2021

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 [redacted]tor General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.

[redacted]ative of Applicant — 5/18/2021 Date

gregory lloyd
Print Name

Owner
Title

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

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.

[redacted]

Exhibit
9
Lloyd 7/24/2024 T.L.

8453OL(D) (2019) FD8453OD-1WV 1.0

[redacted]

[redacted]

[redacted]

[redacted]

FILE

[redacted]

FILE

[redacted]

FILE

1040-Sch123 (2019) FDSCH123-1WV 1.0

[redacted]

ONLY

DO NOT

FILE

1040-Sch123 (2019) FDSCH123-2WV 1.0

[redacted]

[redacted]

[redacted]

Exhibit
Marshall-9
7/9/2024 K.H.

[redacted]

[redacted]

[redacted]

[redacted]

Exhibit
Martin-11
7/16/2024 D.L.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

CDA

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Exhibit 11
8/13/2024 M.S.

[redacted]

[redacted]

CDA

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

CDA

[redacted]

CDA

[redacted]

CDA

[redacted]

Exhibit 8
8/13/2024 M.S.

1/2

[redacted]

Exhibit 9
8/13/2024 M.S.

1/2

[redacted]

EXHIBIT
7
Ahmadou 8/22/2024 D.H.

[redacted]

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

[redacted]

[redacted]
15
Ahmadou 8/22/2024 D.H.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[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]				[redacted]

[redacted] [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.

[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.

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

EXHIBIT
13
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 [redacted] **d by law.**

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.

2241 J321657

Exhibit 13
Bank Return Reasons Chart and Compilation

BANK RETURN OF FUNDS CHART

Plaintiff	**ACH Return Code[1]**	**ACH Return Code Official Title[2]**	**Return of Funds Detail**
Bradley Smith, Sharon	R03	No Account/Unable to Locate Account	Borrower's financial institution (Shell Federal Credit Union) did not identify specific reasons PPP loan disbursement was returned.[3]
Henderson, Kristina	R03	No Account/Unable to Locate Account	Borrower's financial institution refused to accept any PPP loan disbursements into personal accounts.[4]
Horne, Jahbrael	R03	No Account/Unable to Locate Account	Borrower's financial institution (Bank of America) did not identify specific reasons PPP loan disbursement was returned.[5]
Johnson, Alyshia	R16	Account Frozen	Borrower's financial institution (Republic Bank & Trust) was "not designed for business use."[6]
Jones, Jamie	R23	Credit Entry Refused by Receiver	Borrower's financial institution (BMO Harris Bank NA) did not identify specific reasons PPP loan disbursement was returned.
Lloyd, Gregory	N/A	N/A	[redacted][7]
Marshall, Alicia	R23	Credit Entry Refused by Receiver	Borrower's financial institution (Dave) is only "for personal, family, or household purposes and . . . may not be . . . use for business purposes."[8]
Martin, John	R17	File Record Edit Criteria	Borrower's financial institution (America First Credit Union) did not accept PPP loans because Borrower did not have a business account.[9]

Marvel, Lametria	R23	Credit Entry Refused by Receiver	Borrower's financial institution (Dave) is only "for personal, family, or household purposes and . . . may not be . . . use for business purposes."[10]
Townsend, Paris	R23	Credit Entry Refused by Receiver	[redacted][14]
Ahmadou, Kolawole[15]	R23	Credit Entry Refused by Receiver	[redacted][16] [redacted][17] [redacted][18] [redacted][19]

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[1] Documentation identifying the ACH return code associated with each class representative is found at Def_Appx_0041.
[2] Additional information concerning ACH return codes, including the official title of each, can be found at Def_Appx_0330-44 of the accompanying compilation of source documentation (the "Accompanying Compilation.") (EVOLVE-00000073).
[3] Accompanying Compilation at Def_Appx_0347 (S. Smith Bradley Dep.) at 84:14-25 ("Q: And what did the bank tell you? A: They didn't receive a wire into my account for $12,500.").
[4] *Id.* at Def_Appx_0349 (K. Henderson Dep.) 86:10-13 ("Q: So you had a phone call with your bank and they told you that they rejected all PPP loan funds on any personal account; is that accurate? A: That is accurate."); *id.* at Def_Appx_0350 (PSCU-00000125).
[5] *Id.* at Def_Appx_0352-53 (J. Horne Dep.) at 140:15-141:3.

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[6] *Id.* at Def_Appx_0355 (A. Johnson Dep. Ex. 8 Excerpts) at 5 ("The Card and Virtual Account are not designed for business use, and we may close your Card Account if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law.").

[7] *Id.* at Def_Appx_0357-59 (G. Lloyd Dep. Ex. 2 Excerpts); *id.* at Def_Appx_0361 (G. Lloyd Dep.) at 36:9-37:22.

[8] *Id.* at Def_Appx_0362 (Dave Spending Account Deposit Agreement and Disclosures) § I.B.

[9] *Id.* at Def_Appx_0364 (J. Martin Dep.) at 56:2-14 ("[T]he letter from the bank was basically saying that . . . we can't receive business loans on a personal account, so we have to return the funds.").

[10] *Id.* at Def_Appx_0362 (Dave Spending Account Deposit Agreement and Disclosures) § I.B.

[11] *Id.* at Def_Appx_0365 (P. Townsend Dep. Ex. 14).

[12] *Id.* at Def_Appx_0366 (P. Townsend Dep. Ex. 15).

[13] *Id.* at Def_Appx_0367 (P. Townsend Dep. Ex. 17).

[14] *Id.* at Def_Appx_0368 (P. Townsend Dep. Ex. 16).

[15] 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 circumstances under which putative class members' banks returned Prestamos's disbursements of PPP funds.

[16] *Id.* at Def_Appx_0369 (K. Ahmadou Dep. Ex. 11).

[17] *Id.*

[18] *Id.* at Def_Appx_0370 (K. Ahmadou Dep. Ex. 12).

[19] *Id.* at Def_Appx_0369 (K. Ahmadou Dep. Ex. 11).

epcor

FINANCIAL INSTITUTION ACH QUICK REFERENCE CARD

ACH RETURN ENTRIES

FUNDS AVAILABLE

REASON FOR RETURN	RETURN CODE	DESCRIPTION	ENTRY TYPE	RDFI DEADLINE
Insufficient Funds	R01	Available balance is not sufficient to cover the dollar value of the debit entry.	ALL	24 Hrs
Uncollected Funds	R09	Sufficient book/ledger balance exists, but value of uncollected items brings available balance below amount of debit entry.	ALL	24 Hrs
Account Frozen/Entry Returned Per OFAC Instruction	R16	Funds unavailable due to action by the RDFI or by legal action; or OFAC has instructed the RDFI or Gateway to return the entry.	ALL	24 Hrs

ADIMINISTRATIVE OR ACCOUNT INFO RELATED

REASON FOR RETURN	RETURN CODE	DESCRIPTION	ENTRY TYPE	RDFI DEADLINE
Account Closed	R02	Previously active account has been closed.	ALL	24 Hrs
No Account/Unable to Locate Account	R03	Account number structure is valid, but doesn't match individual identified in entry or is not an open account. (May not be used to return ARC, BOC or POP entries simply because they do not contain an individual name.)	ALL Except ARC, BOC, POP	24 Hrs
Invalid Account Number	R04	Account number structure not valid. Edit of check digit or number of account digits failed.	ALL	24 Hrs

AUTHORIZATION

REASON FOR RETURN	RETURN CODE	DESCRIPTION	ENTRY TYPE	RDFI DEADLINE
Unauthorized Debit To Consumer Account Using Corporate SEC Code	R05	A CCD/CTX debit entry that was transmitted to a consumer account of the Receiver was not authorized by the Receiver. Written Statement is required.	CCD, CTX (consumer only)	60 Days
Authorization Revoked by Customer	R07	Consumer who previously authorized entries has revoked authorization with the Originator. Written Statement is required.	ALL Consumer Except ARC, BOC, POP, RCK	60 Days
Customer Advises Originator is Not Known to Receiver and/or Originator is Not Authorized by Receiver to Debit Receiver's Account	R10	Receiver advises that an entry is not authorized. Written Statement is required.	All Except CCD, CTX	60 Days
Customer Advises Entry Not in Accordance with Terms of the Authorization	R11	Authorization obtained, but error in payment (e.g. wrong amount; debit date before authorized; incomplete transaction; improper source document or exceeds reinitiation attempts). Written Statement is required.	All Except CCD, CTX	60 Days
Corporate Customer Advises Not Authorized	R29	Receiver has notified RDFI that corporate debit entry transmitted to a corporate account is not authorized.	CCD, CTX	24 Hrs
Item for RCK is ineligible/ improper	R51	Receiver has notified RDFI that item relating to RCK is ineligible, improper, or RCK entry is unauthorized.	RCK	60 Days

STOP PAYMENT

REASON FOR RETURN	RETURN CODE	DESCRIPTION	ENTRY TYPE	RDFI DEADLINE
Payment Stopped	R08	Receiver placed a stop payment order on a debit entry.	ALL	24 Hrs
Stop Payment on Source Document	R38	Stop payment order has been placed on source document relating to ARC, BOC, or POP.	ARC, BOC, POP Only	24 Hrs
Stop Payment on Item Relating to RCK Entry	R52	Stop payment order has been placed on the source to which RCK entry relates.	RCK Only	60 Days

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ACH Return Entries

Death of...

REASON FOR RETURN	RETURN CODE	DESCRIPTION	ENTRY TYPE	RDFI DEADLINE
Representative Payee Deceased	R14	Representative Payee is deceased or unable to continue in that capacity; cease future payments. (Beneficiary may be entitled to future deposits through another account.) *Used primarily for the return of federal government benefits.*	Consumer Only	24 Hrs
Beneficiary or Account Holder Deceased	R15	The beneficiary entitled to benefits or account holder (other than Representative Payee) is deceased; cease future payments. *Used primarily for the return of federal government benefits.*	Consumer Only	24 Hrs

Special Concern & Erroneous Entries

REASON FOR RETURN	RETURN CODE	DESCRIPTION	ENTRY TYPE	RDFI DEADLINE
File Record Edit Criteria/ Entry with Invalid Account Number Initiated Under Questionable Circumstances/ Return of Improperly-Initiated Reversal	R17	If fields edited by the RDFI cannot be processed, the field causing the error should be identified in the Addenda Information field of the Addenda Record. If RDFI believes the transaction was initiated under questionable circumstances, 'QUESTIONABLE' should be identified in the Addenda Information field. The RDFI or Receiver has identified a reversing entry as one that was improperly initiated by the Originator or the ODFI. **Under the IRS Refund Return Opt-In Program, RDFIs can return suspicious or questionable tax refund credits using R17. If an RDFI participates in this program, it can return a tax refund credit for 60 days after the Settlement Date of the income tax refund.*	ALL	24 Hrs*
Invalid Company Identification	R21	Number used in the Company ID field is incorrect.	CIE	24 Hrs
Invalid Individual Identification Number	R22	The ID number used to identify the account is not correct.	CIE, MTE	24 Hrs
Credit Entry Declined by Receiver	R23	Receiver declines transaction because amount is inaccurate, results in overpayment, account is in litigation or Originator is not known to the Receiver.	ALL CREDIT ENTRIES	24 Hrs (after Receiver notifies RDFI)
Duplicate Entry	R24	RDFI appears to have received a duplicate entry, such as the trace number, dollar amount, or other data matches another transaction.	ALL	24 Hrs

Permission Based - Special Concern

REASON FOR RETURN	RETURN CODE	DESCRIPTION	ENTRY TYPE	RDFI DEADLINE
Returned per ODFI's Request	R06	ODFI has requested RDFI to return an entry.	ALL	Negotiated
Permissible CCD/CTX Re-turn Entry	R31	ODFI agrees to accept a return beyond the 24-hour deadline of a CCD/CTX cor-porate entry reported unauthorized.	CCD, CTX Only	Negotiated

DOs AND DON'Ts OF ACH RETURNS

- Do return ACH entries timely to meet required deadlines. For "24-hour" return reason codes, the ODFI must receive the return by opening of business on the second banking day after the Settlement Date of the original entry. Returns sent electronically on either the Settlement Date or the day after the Settlement Date may meet this deadline. For "60-day" returns, the ODFI must receive the return by the opening of business on the banking day following the sixtieth calendar day after the Settlement Date of the original entry.
- Do contact an ODFI if an ACH entry was returned with the wrong return reason code or to ask if the ODFI will allow for the return of the original entry using return reason code "R06 – Returned per ODFI's Request."
- Do obtain a letter of indemnification if an ODFI requested an entry be returned "R06 - Returned per ODFI's Request."
- Do know that debit entries returned as "R01 - Insufficient Funds" or "R09 - Uncollected Funds" must be reinitiated within 180 days of the Settlement Date of the original entry.
- Don't return a debit because a Receiver is not pleased with the goods or services. Subsection 2.4.3 states the ODFI does not warrant the goods or services related to Entries. Any dispute over goods and services must be handled outside the ACH Network.

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DISHONORED ACH ENTRIES

WHAT IS A DISHONORED RETURN ENTRY?

An ODFI has the right to dishonor a return entry received from the RDFI if the entry was found to be returned outside of the established return timeframes, or if the information in the return entry was incomplete or incorrect. Dishonored return entries must be transmitted within **5 banking days** after the Settlement Date of the return entry and are identified through the use of Dishonored Return Reason Codes, which are listed below.

DISHONORED RETURN CODE (ODFI)	DISHONORED RETURN CODE DEFINITION	RDFI RESPONSE	SPECIAL CONSIDERATION
R61	**Misrouted Return**—Return was received by wrong financial institution due to incorrect routing number.	Return Original Entry Using Correct RTN	Obtain correct routing number from original entry detail. Since return may now be untimely, ODFI contact is suggested.
R62	**Return of Erroneous or Reversing Debit**—The use of the reversal process resulted in, or failed to correct, an unintended credit to the Receiver.	Contest as R77 or Accept	Verify whether both the erroneous entry and the related reversing entry were returned; or the funds related to the entry in error were not recoverable from the Receiver.
R67	**Duplicate Return**—More than one return entry has been sent for the same entry.	Contest as R75 or Accept	Verify whether return was a duplicate. If not, then contest as indicated. If a duplicate, accept the Dishonored Return.
R68	**Untimely Return**—Return entry did not meet return deadline.	Contest as R73 or Accept	Verify timeliness of return. If return was timely, contest as indicated. If return was untimely, accept the Dishonored Return.
R69	**Field Errors**—Return contained one or more input errors. Addenda Record indicates field(s) in error: 01—Account Number 02—Trace Number 03—Amount 04—Individual ID 05—Transaction Code 06—Company ID 07—Effective Entry Date	Correct and Return as R74 or Contest as R76	Verify source of error(s) from original entry detail. Enter correct information in appropriate fields of Contested Dishonored Return and contest as R74. If no errors were found, contest as R76.
R70	**Permissible Return Not Accepted/Return Not Requested**—RDFI initiated a return as "R31—Permissible Return Entry" without ODFI permission or as "R06—Returned per ODFI's Request" when the ODFI did not request such a return.	Contact ODFI Regarding Discrepancies	Use of R31 and R06 must be negotiated with the ODFI. Contact your Payments Association for clarification.

DOs AND DON'Ts OF DISHONORED RETURNS

- Do verify timeliness of Dishonored Returns. The ODFI must initiate a Dishonored Return within 5 banking days from the Settlement Date of the return. Contested Dishonored Returns must be initiated by the RDFI no later than 2 banking days from the Settlement Date of the Dishonored Return.
- Do verify returns being dishonored were originated from your financial institution. Misrouted Dishonored Returns should be contested with Return Code "R71—Misrouted Dishonored Return."
- Do obtain correct information for Contested Dishonored Returns from original entry detail report when using "R74—Corrected Return."
- Don't initiate a new return when it was dishonored as duplicate. Contest the Dishonored Return with "R75—Original Return Not A Duplicate."
- Don't use the Original Entry Trace Number reported in the Dishonored Return when an "R69 – Field Errors" is received. The addenda reports the trace number as entered in the "incorrect" return.

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FINANCIAL INSTITUTION ACH QUICK REFERENCE CARD

CONTESTED DISHONORED ACH ENTRIES

WHAT IS A CONTESTED DISHONORED RETURN ENTRY?

An RDFI may dispute a Dishonored Return entry received from the ODFI. Contested Dishonored Return entries must be transmitted within **2 banking days** after the Settlement Date of the Dishonored Return entry and are identified by Contested Dishonored Return Reason Codes (listed below). An ODFI may not contest a Contested Dishonored Return through the ACH Network. Any further action concerning the entry must be pursued outside of the ACH Network.

WHAT IS A CORRECTED RETURN ENTRY?

An RDFI receiving a Dishonored Return entry indicating the return entry contained incorrect information may transmit a Corrected Return entry. This must be done within **2 banking days** of the Settlement Date of the Dishonored Return entry.

CONTESTED DISHONORED RETURN CODE (RDFI)	DEFINITION
R71	**Misrouted Dishonored Return**—ODFI misrouted the Dishonored Return to the wrong RDFI (incorrect routing number).
R72	**Untimely Dishonored Return**—ODFI has not sent Dishonored Return Entry by return deadline.
R73	**Timely Original Return**—RDFI claims the original return was sent within the timeframe designated in the *ACH Rules*.
R74	**Corrected Return**—RDFI is correcting a return which was dishonored as "R69—Field Errors" because it contained incomplete or incorrect information.
R75	**Original Return Not a Duplicate**—RDFI claims original return entry is not a duplicate of an entry previously returned by the RDFI, used to dishonor return reason code "R67—Duplicate Return."
R76	**No Errors Found**—RDFI claims the original return entry did not contain the errors indicated by the ODFI in the Dishonored Return entry "R69—Field Errors."
R77	**Non-Acceptance of R62 Dishonored Return**—RDFI returned both the erroneous entry and related reversing entry; or RDFI was unable to recover the funds related to the entry in error from the Receiver.

COMMON QUESTIONS AND ANSWERS ABOUT DISHONORED RETURNS

Q: I received an R69. How can I determine what is wrong?
A: Look in the Addenda Record to see the code(s) that indicates the specific error(s).

Q: Should the ODFI continue to send Dishonored Returns for the same item?
A: No. Under the *ACH Rules*, the RDFI has the last right of return. Once an RDFI initiates a Contested Dishonored Return, the ODFI may only respond outside the ACH processing system. Call your Payments Association for assistance.

Q: I'm not sure I have the right to contest a Dishonored Return. Who can help me figure this out?
A: The ACH Operator can help you identify processing dates (and data) of the original return and Payments Associations can help you interpret your financial institution's rights under the *ACH Rules*.

Q: I've incurred a loss as a result of a Dishonored Return. Do I have any further recourse?
A: Yes. In some cases, the RDFI may charge the item against the customer's account. Consult your legal counsel.

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FINANCIAL INSTITUTION **ACH QUICK REFERENCE CARD**

ACH Operator Exceptions

What is an ACH Operator Reject?

When an ACH Operator receives an entry or entry data that does not meet the acceptance criteria of ACH record formatting specifications, it will either return the entry or reject the entire batch or file containing the entry. Fields are subject to edit by the ACH Operator and contain data critical for posting of an ACH entry. Rejected entries are identified through the use of ACH Operator Return Reason Codes, which are listed below.

OPERATOR REJECT CODES	DESCRIPTION	REASON(S) FOR USE OF THE REJECT CODE
R13	Invalid ACH Routing Number	Entry contains an RDFI or Gateway Identification that is not a valid ACH Routing Number.
R18	Improper Effective Entry Date	Effective Entry Date of a credit entry is beyond the 2 banking day processing window. Effective date of a debit entry is beyond the 1 banking day processing window.
R19	Amount Field Error	Amount field is non-numeric; is not zero in non-valued entry (i.e., prenote, DNE, ENR, NOC, Refused NOC or zero dollar entry); is zero in a valued ACH transaction format; or is greater than $25,000 for ARC, BOC and POP entries.
R25*	Addenda Error	An error(s) exists in the Addenda Record in regard to the application of codes, incorrect values, addenda content or required formatting standards (i.e., ANSI or NACHA-endorsed banking convention).
R26*	Mandatory Field Error	An error exists in a field that is mandatory for ACH processing.
R27*	Trace Number Error	Original Entry Trace Number is not present in the Addenda Record of an automated return or the trace number disagrees with the previous entry.
R28	Routing Number Check Digit Error	The check digit for a routing number is invalid.
R30	RDFI Not Participant in Check Truncation Program	A check truncation entry is being directed to a non-participating RDFI. Routing number is incorrect for a check truncation entry.
R32	RDFI Non-Settlement	RDFI is unable to settle the entry.
R34	Limited Participation DFI	RDFI's participation has been limited by a federal or state supervisor.
R35	Return of Improper Debit Entry	A debit entry was originated that is not permitted for a Customer-Initiated Entry (CIE) or a loan transaction.
R36	Return of Improper Credit Entry	A credit entry was originated that is not permitted for ARC, BOC, POP, RCK, TEL or XCK.

*Refer to Appendix 4 of the *ACH Rules* for a detailed listing of error conditions or contact your ACH Operator for specific details.

Rejected entries have not been delivered to the intended financial institution or Receiver. Original entries or returns must be reinitiated with the correct information. Deadlines are not extended for rejected entries.

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WEB & TEL ENTRIES

INTERNET-INITIATED/MOBILE ENTRIES (WEB)

WEB entries can be single or recurring ACH **debit** entries to consumer accounts based on authorization obtained from the Receiver via the Internet or a wireless network, excluding oral authorizations.

In addition, WEB must be used if the Receiver's instructions for initiation of the **debit** are communicated via a wireless network (other than oral) and authorization has been given in some other manner. Examples include payment instruction provided using a mobile Internet connection, text messaging (SMS) or using a bill payment 'application' on a smart phone.

A WEB entry may also be a **credit** that is initiated on behalf of a person to pay another person (i.e. person-to-person payment or P2P) or to transfer monies from a consumer's account at one financial institution to his/her account at another institution. The payment instructions may be communicated via the Internet, wireless network or in-person at a financial institution.

WEB AUTHORIZATION REQUIREMENTS

Debit: Originator must have authorization in writing that can be signed or similarly authenticated by the Receiver via the Internet or a Wireless Network. Similarly authenticated permits signed, written authorizations to be provided electronically; examples of similarly authenticated include PIN, password, pass code, or a digital signature. To satisfy Regulation E and the *ACH Rules*, the authentication method must evidence both the consumer's identity and assent to the authorization. The authorization must also be readily identifiable as an ACH debit authorization, have clear and readily understandable terms and provide that the Receiver may revoke the authorization. The consumer must be prompted to print the authorization or provided a hard copy upon request. A WEB debit entry may also be authorized by a consumer orally using a voice-related technology (e.g., a virtual assistant, FaceTime, etc.).

Credit: Authorization is not required to be communicated via the Internet or Wireless Network. WEB Credits are transmitted from one natural person to another.

TELEPHONE-INITIATED ENTRIES (TEL)

TEL entries provide Originators the opportunity to initiate a single or recurring ACH debit to a consumer account for the purchase of goods or services pursuant to an oral authorization over the telephone.

A TEL entry may be transmitted only in circumstances in which:

- there is an existing relationship between the Originator and consumer; or
- there is not an existing relationship between the Originator and consumer, but the consumer has initiated the telephone call to the Originator.

TEL AUTHORIZATION REQUIREMENTS

Originator must record the authorization and must clearly state during the telephone conversation that the consumer is authorizing an ACH debit entry to his/her account, and express the terms in a clear manner. The original recording or a copy must be retained for 2 years from the date of the authorization.

If the Originator does not record the oral authorization of a single-entry TEL, they must disclose to the consumer during the telephone conversation that a written notice will be provided and the method by which the notice will be provided. The written notice must:

- confirm the consumer's oral authorization,
- include the date on which or after the debit will occur, amount of the transaction, Receiver's name, telephone number for inquiries, date of oral authorization, and statement that the Receiver's authorization will be used to originate the debit entry, and
- be provided prior to the settlement of the entry.

For recurring TEL entries, the Originator is required to provide the written notice (described above) in addition to recording the authorization.

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FINANCIAL INSTITUTION ACH QUICK REFERENCE CARD

WEB & TEL ENTRIES

STANDING AUTHORIZATIONS

A standing authorization is an advance authorization of future entries to a Receiver's account that requires further affirmative action (or instructions) by the consumer to initiate those future entries (i.e., subsequent entries). An Originator may obtain authorization from the Receiver to debit his/her account in writing, orally over the phone or via the Internet; however, the debit to the Receiver's account is only processed upon receiving instructions from the consumer to do so. The Originator will convey within the standing authorization how the consumer's instructions, or affirmative action, is to be provided (e.g., text message, phone call, etc.).

An Originator may identify a subsequent entry using the SEC code appropriate to (1) the manner in which the standing authorization was obtained, or (2) the manner in which the Receiver's instruction to initiate the entry was communicated. However, a standing authorization obtained via the Internet, Wireless Network or orally over the phone cannot be a PPD debit.

STANDING AUTHORIZATION RECEIVED VIA:	ORIGINATOR RECEIVES SUBSEQUENT ENTRIES INSTRUCTIONS VIA:	SEC CODE OF SUBSEQUENT ENTRY
In Writing	Internet or Wireless Network	PPD or WEB
	Orally Over the Phone	PPD or TEL
Internet or Wireless Network	Internet or Wireless Network	WEB
	Orally Over the Phone	TEL or WEB
Orally Over the Phone	Internet or Wireless Network	WEB or TEL
	Orally Over the Phone	TEL

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FINANCIAL INSTITUTION ACH QUICK REFERENCE CARD

E-CHECK ENTRIES

ACCOUNTS RECEIVABLE ENTRIES (ARC)

ARC entries allow Originators (billers) to convert checks received through the U.S. mail, at a drop box location or at a manned bill payment location for the payment of goods or services to single-entry ACH debits.

BACK OFFICE CONVERSION ENTRIES (BOC)

BOC entries allow Originators (merchants, retailers, etc.) to initiate single-entry ACH debits when appropriate notice is provided in person by the Originator to the Receiver (check writer) for a purchase made at the point-of-sale or at a manned bill payment location, by using the check as a source document.

RE-PRESENTED CHECK ENTRIES (RCK)

RCK entries allow Originators (merchants, retailers, etc.) to transmit an ACH debit entry in place of a consumer-drawn paper check that has been returned for insufficient or uncollected funds.

POINT-OF-PURCHASE ENTRIES (POP)

POP entries allow Originators (merchants, retailers, etc.) to initiate single-entry ACH debits for purchases of goods or services made in-person at the point-of-sale or a manned bill payment location, by using the check as a source document.

DESTROYED CHECK ENTRIES (XCK)

XCK entries are used by collecting financial institutions whenever paper checks have been destroyed/lost, damaged too much that images cannot be made, or check images are unprocessable. Copy of converted item must be kept for 6 years.

UNIQUE RETURN REASONS FOR ARC, BOC, POP AND RCK ENTRIES

REASON FOR RETURN	RETURN CODE	DESCRIPTION	ENTRY TYPE	DEADLINE
Return of XCK Entry	R33	RDFI determines at its discretion to return a Destroyed Check Entry.	XCK	60 Days
Source Document Presented for Payment	R37	The source document to which the ARC, BOC or POP entry relates has been presented for payment. Written Statement is required.	ARC, BOC and POP	60 Days
Stop Payment on Source Document	R38	A stop payment order has been placed on the source document to which the ARC or BOC entry relates.	ARC and BOC Only	60 Days
Improper Source Document/ Source Document Presented for Payment	R39	The RDFI determines the source document used for the ARC, BOC or POP entry is not an eligible check, or the source document was also presented for payment. No Written Statement is required.	ARC, BOC and POP	24 Hrs
State Law Affecting RCK Acceptance	R50	The RDFI is located in a state that has not adopted Revised Article 4 of the UCC (1990 official text) or the RDFI is located within a state that requires canceled checks to be returned to the Receiver.	RCK	Transmitted to the RDFI's ACH Operator by midnight of the second banking day following the banking day of receipt of the presentment notice
RCK Item Is Ineligible, Notice Not Provided, Signature Not Genuine, Item Altered or Amount Not Accurately Obtained	R51	The item to which the RCK entry relates was not eligible, Originator did not provide notice of the RCK policy, signature on the item was not genuine, the item has been altered or amount was not accurately obtained from item. Written Statement is required.	RCK	60 Days
Stop Payment on RCK Item	R52	A stop payment has been placed on the item to which the RCK entry relates. Stop Payment form recommended.	RCK	60 Days
RCK Item and ACH Entry Presented for Payment	R53	Both the item to which the RCK entry relates and the RCK entry have been presented for payment. Written Statement is required.	RCK	60 Days

DOs AND DON'Ts OF ARC, BOC, POP AND RCK RETURNS

- Do use "R10 – Customer Advises Unauthorized" to return an ARC, BOC or POP entry when it is unauthorized.
- Do use "R11 – Customer Advises Entry Not in Accordance with Terms of the Authorization" to return an ARC, BOC or POP entry when the amount was not accurately obtained or source document (check) is ineligible for conversion.
- Do know that checks/sharedrafts containing an Auxiliary On-Us field in the MICR line or written for more than $25,000 are ineligible for ARC, BOC and POP entries.
- Do return RCK entries timely to meet required deadlines. This return timeframe is different from the typical ACH return timeframe in order to be consistent with the Uniform Commercial Code (UCC).
- Don't use "R07 – Authorization Revoked" to return ARC, BOC, POP or RCK entries.
- Don't use "R10 – Customer Advises Unauthorized" to return an RCK entry.

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CHECK CONVERSION COMPARISON

	ACCOUNTS RECEIVABLE ENTRIES (ARC)	BACK OFFICE CONVERSION ENTRIES (BOC)	POINT-OF-PURCHASE ENTRIES (POP)	RE-PRESENTED CHECK ENTRIES (RCK)
Authorization/Notification Requirement	Notice required with each billing statement.	Notice required at point-of-sale or manned bill payment location.	Notice required at point-of-sale or manned bill payment location, voided check handed back to the Receiver and Receiver's written authorization.	Notice required.
Eligible Source Documents/Eligible Items	• Contain a pre-printed serial number • Completed and signed by the Receiver • Not contain Auxiliary On-Us field • Written for $25,000 or less • Not be an obligation of a financial institution	• Contain a pre-printed serial number • Completed and signed by the Receiver • Not contain Auxiliary On-Us field • Written for $25,000 or less • Not be an obligation of a financial institution	• Contain a pre-printed serial number • Has not been previously negotiated, voided, or provided for use in any prior POP entry • Not contain Auxiliary On-Us field • Written for $25,000 or less • Not be an obligation of a financial institution	• Contain a printed serial number • Written for less than $2,500 • Drawn on a consumer account • Returned for insufficient or uncollected funds • Previously presented (a) no more than twice in paper form, if initial RCK, or (b) no more than once in paper form and no more than once as an RCK, if a reinitiated RCK
Receipt Requirements	Not applicable.	Notice language must be provided to the Receiver via a written copy (i.e. receipt).	Notice language must be provided to the Receiver along with a receipt containing: • Merchant name • Merchant phone number • Date of transaction • Transaction amount • Check serial number • Merchant number • Terminal city • Terminal state.	Not applicable.
Collection Fees	Initiated as PPD debit if notice of collection fees provided at time of transaction. If not, initiate as a separate entry using the appropriate SEC code and follow the rules governing the specific SEC code.	Initiated as PPD debit if notice of collection fees provided at time of transaction. If not, initiate as a separate entry using the appropriate SEC code and follow the rules governing the specific SEC code.	Initiated as PPD debit if notice of collection fees provided at time of transaction. If not, initiate as a separate entry using the appropriate SEC code and follow the rules governing the specific SEC code.	Initiated as PPD debit if notice of collection fees provided at time of transaction. If not, initiate as a separate entry using the appropriate SEC code and follow the rules governing the specific SEC code.
Retention Requirements	Entries must be retained as a legible image or copy of the front of the Receiver's source document for a period of 2 years from the Settlement Date.	Entries must be retained as a legible image or copy of the front of the Receiver's source document for a period of 2 years from the Settlement Date.	Written authorization retained for a period of 2 years from the Settlement Date.	Retain a copy of the front and back of the item to which the RCK entry relates for 7 years from the Settlement Date.
Periodic Statement Requirements	The check serial number is required in addition to all other periodic statement requirements.	The check serial number is required in addition to all other periodic statement requirements.	The check serial number is required in addition to all other periodic statement requirements.	The check serial number is required in addition to all other periodic statement requirements.

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FINANCIAL INSTITUTION **ACH QUICK REFERENCE CARD**

NOTIFICATIONS OF CHANGE

WHAT IS A NOTIFICATION OF CHANGE (NOC)?

An RDFI may send an NOC to an ODFI for the purpose of identifying incorrect information contained in an ACH entry and providing correct data for use in future entries. Correct data is contained in the change field(s) of the NOC and is sent using the Standard Entry Class (SEC) code COR. In transmitting an NOC, the RDFI's warranty supersedes and renders inoperative any similar warranty of the ODFI. NOCs must be transmitted within **2 banking days** of the Settlement Date of the entry to which the NOC relates and are identified through the use of NOC codes, which are listed below.

FIELDS CONTAINING INCORRECT INFORMATION	NOC CODE	DESCRIPTION OF ERROR	CHANGE FIELD ENTRY PROCEDURE
Account Number	C01	Account number is incorrect or is formatted incorrectly.	Enter correct account number in Change Field 1.
Routing Number	C02	Due to merger or consolidation, a once valid routing number must be changed.	Enter correct routing number in Change Field 1.
Routing Number and Account Number	C03	Due to a merger or consolidation, the routing number must be changed and account number structure is no longer valid.	Enter correct routing number in Change Field 1, and enter correct account number in Change Field 2.
Transaction Code	C05	Transaction Code is incorrect and is causing entry to be routed to the wrong type of account (checking, savings, general ledger, or loan).	Enter correct Transaction Code* in Change Field 1.
Account Number and Transaction Code	C06	Account number is incorrect and transaction is being routed to the wrong type of account (checking, savings, general ledger, or loan).	Enter correct account number in Change Field 1and correct Transaction Code* in Change Field 2.
Routing Number, Account Number and Transaction Code	C07	Due to a merger or consolidation, a routing number must be changed, account number structure is no longer valid and the transaction should be routed to another type of account.	Enter correct routing number in Change Field 1, enter correct account number in Change Field 2, and enter correct Transaction Code* in Change Field 3.
Incorrect Receiving DFI Identification	C08	Receiving DFI ID in an IAT is incorrect.	Enter correct Receiving DFI ID in first 34 positions of the Corrected Data Field.
Incorrect Individual ID Number or Incorrect Receiver ID Number	C09	Individual ID number is incorrect.	Change Fields are left blank. Verify Standard Entry Class Code; use for CIE, IAT, MTE, POS and SHR entries only
Addenda Format Error	C13	Entry Detail Record was correct, but information in the Addenda Record was unclear/formatted incorrectly (i.e., addenda information is not formatted in ANSI or NACHA-endorsed banking conventions).	Change Fields are left blank. (Correction to addenda devised by Originator and ODFI.)
Incorrect SEC Code for Outbound International Payment	C14	Used by Gateway to let ODFI know that future entries should be identified as IAT.	IAT in the first three positions of the Corrected Data Field identifies the payment as international. Further payments must use the IAT format.

*Refer to Appendix 3 of the *ACH Rules* for a list of Transaction Codes.

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FINANCIAL INSTITUTION ACH QUICK REFERENCE CARD

NOTIFICATIONS OF CHANGE

REFUSED NOTIFICATIONS OF CHANGE

NOCs containing incorrect or incomplete information may account for delays or inability of the Originator to make the requested changes. In this case, the ODFI/Originator may submit a Refused Notification of Change within 15 **calendar days** of receipt of the NOC or corrected NOC to define the reason for not processing the NOC.

A Refused NOC may appear on the RDFI's Entry Detail Register or other exception report. The reasons for refusal are defined by the Change Codes listed below. An RDFI may, within **5 banking days** from Settlement Date of the Refused NOC, submit a corrected NOC using regular NOC procedures.

ODFI CHANGE CODES FOR REFUSED NOCs

CODE	DESCRIPTION OF ERROR
C61	Misrouted Notification of Change
C62	Incorrect Trace Number
C63	Incorrect Company Identification Number
C64	Incorrect Individual Identification Number
C65	Incorrectly Formatted Corrected Data
C66	Incorrect Discretionary Data
C67	Routing Number Not From Original Entry Detail Record
C68	DFI Account Number Not From Original Entry Detail Record
C69	Incorrect Transaction Code

DOs AND DON'Ts OF NOTIFICATIONS OF CHANGE

- Do use the Standard Entry Class code of COR when sending Notifications of Change.
- Do send Notifications of Change within 2 banking days of Settlement Date of the original entry.
- Do contact ODFIs and Originators regarding mass changes to determine the most efficient method of updating account information, especially Originators of large payment volumes (e.g., Social Security). Mass changes due to merger, acquisition or similar event are exempt from the regular NOC deadline.
- Do contact your Payments Association if assistance is needed to identify an ODFI. The first eight digits of the entry trace number are the first eight digits of the ODFI routing number. You can also visit www.frbservices.org to access the E-Payments Routing Directory.
- Do complete transaction information as it was received so the Originator can identify the original entry being referenced. Enter the correct information in the Change Field of the Addenda Record.
- Do expect Originators to make the requested changes for recurring payments, but know it is at the Originator's discretion to make requested changes for one-time payments.
- Don't initiate NOCs to transfer ACH entries from a closed account to another account held by the Receiver without the direct authorization of the Receiver.
- Do know that the RDFI warrants the validity of information provided through the NOC process.

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FINANCIAL INSTITUTION ACH QUICK REFERENCE CARD

GOVERNMENT ACH EXCEPTIONS

FEDERAL GOVERNMENT RETURN ENTRIES

All ACH payments must be returned in accordance with the *ACH Rules*. An ACH payment may be returned if:

- An enrollment has been terminated and a new enrollment for the same recipient has not been executed,
- The financial institution has actual or constructive knowledge of the death or legal incapacity of a recipient or representative payee,
- The financial institution is honoring a DNE or other notification of death from a federal agency,
- The account has been closed,
- There is no current account for the recipient, or
- For any other reason the financial institution is unable to credit the payment to the account.

RETURN CODES RECOMMENDED BY THE FEDERAL GOVERNMENT

RETURN CODE	DESCRIPTION
R02	Account Closed
R03	No Account/Unable to Locate Account
R04	Invalid Account Number
R06	Returned per ODFI's Request
R14	Representative Payee Deceased or Unable to Continue in that Capacity
R15	Beneficiary or Account Holder Deceased
R16	Account Frozen
R17	File Record Edit Criteria/Entry with Invalid Account Number Initiated Under Questionable Circumstances/ Return of Improperly-Initiated Reversal.

FEDERAL GOVERNMENT NOTIFICATION OF CHANGE ENTRIES

Notification of Change (NOC) is a method used by financial institutions to notify a federal agency to correct or change account information in an entry processed by that agency. NOCs are used for federal government (civilian and military) payments that are made on a recurring basis. NOCs are not to be used to change title/ownership of account, interest of the recipient or beneficiary in the account, from one financial institution to another, account information for one-time payments (IRS refunds), or name of recipient (e.g., following marriage). The recipient must complete a new enrollment form to correct these, and in the case of a name change due to marriage, the recipient should contact the federal agency directly.

NOTIFICATION OF CHANGE CODES ACCEPTED BY THE FEDERAL GOVERNMENT

NOC CODE	DESCRIPTION
C01	Incorrect Account Number
C02	Incorrect Routing Number
C03	Incorrect Routing Number and Incorrect Account Number
C05	Incorrect Transaction Code
C06	Incorrect Account Number and Incorrect Transaction Code
C07	Incorrect Routing Number, Incorrect Account Number and Incorrect Transaction Code

DOs AND DON'Ts OF FEDERAL GOVERNMENT PAYMENTS

- Do know that the RDFI may rely solely on the account number for purposes of posting a federal government payment.
- Do use "R17 – File Record Edit Criteria" to return questionable IRS tax refunds if participating in the IRS Returns Opt-In Program. Program details can be found at www.nacha.org.
- Don't send NOCs to change information on an IRS tax refund. If the refund is unpostable and is returned to the IRS, the taxpayer will receive a check in place of Direct Deposit.
- Do know that NOCs may take 2 payment cycles to be processed.
- Do contact EFTPS for questions regarding the electronic transmission of federal tax payments at www.eftps.gov.
- Don't hold federal government payments for any reason. If the payment cannot be posted, then return it. RDFIs should never open an account for posting purposes.
- Do know if a customer stops receiving their federal government payment, the government may need an updated customer address. Refer the customer to the appropriate federal agency to determine why payments have ceased.
- Do use the *Green Book* as a resource for processing federal government payments. The *Green Book* can be found at www.fiscal.treasury.gov and contains the customer assistance phone number of the Payment Management Call Center along with contact information for major paying agencies.

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FINANCIAL INSTITUTION ACH QUICK REFERENCE CARD

GOVERNMENT ACH EXCEPTIONS

FEDERAL GOVERNMENT RECLAMATIONS

The federal government has the right to recover, or reclaim, benefit payments made through the ACH Network to a beneficiary who died before the date of the payment or a representative payee who died or became legally incapacitated.

An RDFI is liable for ALL post-death benefit payments received after it knows of the death or legal incapacity of a benefit recipient. RDFIs must notify a paying federal agency if the RDFI learns of the death from a source (i.e. family member, obituary, executor, funeral home, etc.) other than the agency. This is done through the use of Return Reason Codes "R14—Representative Payee Deceased" and "R15—Beneficiary or Account Holder Deceased." Reclamations from non-federal government agencies should be handled according to Article 3 in the *ACH Rules*.

DEATH NOTIFICATION ENTRIES (DNE)

Death Notification Entries (DNE) allow federal agencies to notify financial institutions of a benefit recipient's death. Upon receipt of a DNE, the financial institution should "flag" the deceased recipient's account to prevent accepting further post-death federal benefit payments.

NOTICE OF RECLAMATION

Federal agencies initiating a Notice of Reclamation must do so within 120 calendar days after the date the agency is notified of the death. Upon receipt of the Notice of Reclamation, an RDFI must determine the account balance and prevent further withdrawals of post-death federal benefit payments from the account. An RDFI has up to 60 days from the issue date of the reclamation to provide a complete and accurate response via the Automated Reclamation Processing System (ARPS) via Pay.gov. Failure to respond timely may result in a debit to the RDFI's Federal Reserve account or its correspondent's account for the total amount of the reclamation.

LIMITING LIABILITY

An RDFI may limit its liability if it:

- had no actual or constructive knowledge of the death at the time post-death benefit payments were posted;
- returns all post-death benefit payments received after learning of the death; and
- responds to the Notice of Reclamation within 60 days of the issue date of the reclamation.

To understand the reclamation process and the associated liabilities, see Chapter 5 of the *Green Book*.

GARNISHMENTS

Garnishment is a legal process that provides a creditor with a court order to remove funds from an account to satisfy a debt that an account holder has not paid. An account holder cannot use the money in his/her account that is owed to the creditor.

Federal government benefit payments are 'protected' from garnishment orders.

Treasury will place an "XX" in positions 54-55 of the Company Entry Description fields and a "2" in the Originator Status Code field of the Company/Batch Header Record to help RDFIs identify federal government benefit payments exempt from garnishment.

Reference Chapter 2 of the *Green Book* for more information on garnishments.

DOs AND DON'Ts OF FEDERAL GOVERNMENT PAYMENTS

- Do know that federal government payments not subject to reclamation include federal salary, allotments and travel payments, U.S. savings bond payments, vendor payments and IRS tax refunds.
- Do verify a benefit recipient is truly deceased before returning any payments (i.e., via a family member, funeral home, executor, etc.). If a payment is returned as deceased and the recipient is alive, the recipient must contact the federal agency directly to re-enroll in Direct Deposit.
- Do return post-death benefit payments when the RDFI has knowledge of the death or legal incapacity of a recipient or representative payee.
- Do know the RDFI is not liable for any benefit payment dated the same day as the date of death.
- Do know that a DNE from one federal agency constitutes notification by all other agencies. For example, if a deceased beneficiary received recurring benefit payments from both Social Security and the Veteran's Administration (VA), a DNE from Social Security would represent notification by the VA too. In this instance, ensure payments from both agencies received after the beneficiary's death are returned promptly.
- Do respond to reclamation requests accurately and timely. The return of complete and timely reclamations may allow the RDFI to limit its liability.

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FINANCIAL INSTITUTION **ACH QUICK REFERENCE CARD**

IAT Entries

International ACH Entries (IAT)

IAT entries are credit or debit ACH entries that are part of a payment transaction involving a financial institution not located in the territorial jurisdiction of the United States.

RDFIs must accept all Standard Entry Class (SEC) codes, including International ACH Entries (IAT). Just like other SEC codes, IAT entries are delivered to an RDFI in the same manner—either by the ACH Operator or a Third-Party Service Provider (e.g., processor, correspondent bank or corporate credit union).

OFAC Screening of IAT Entries

RDFIs are responsible for screening each inbound IAT entry received for OFAC compliance; specifically, the entry is to be screened against the most current Specially Designated Nationals and Blocked Persons (SDN) List. An RDFI is not only responsible for screening its account holder, but all parties involved in the transaction (i.e., "Travel Rule" information found in the 7 mandatory Addenda Records). Additionally, an RDFI must screen the remittance data and any foreign correspondent banks that have been identified.

An RDFI's OFAC compliance policy and procedures should be followed for blocking and reporting suspect transactions.

OFAC Screening Indicators

OFAC Screening Indicators can be found within the Entry Detail Record of an IAT and consist of two single-character fields. These fields are used to convey the results of OFAC screening on inbound IAT entries by a Gateway (i.e., FRB or DFI acting in that capacity) or a Third-Party Service Provider. The Gateway uses the first field to transmit its findings while a Third-Party Service Provider uses the second field to convey screening results. OFAC Screening Indicator values and associated results are shown:

SCREENING INDICATOR VALUE	RESULT
0	No Potential Blocked Party
1	Potential Presence of a Blocked Party
Space filled	No Screening Conducted

OFAC Compliance Obligations

- An RDFI must have a written OFAC compliance policy and procedures manual.
- An RDFI is responsible for OFAC compliance. It may use a Third-Party Service Provider, such as a processor, correspondent bank or corporate credit union, to perform its OFAC review; however, be aware an RDFI may not contract away its liability.
- OFAC Screening Indicators should be used as a reference in assisting an RDFI with its compliance obligations. However, results should not be relied upon solely; the RDFI is ultimately liable for ensuring OFAC compliance.
- OFAC screening should occur prior to posting an IAT entry.

VISIT THE IAT SOLUTIONS CENTER AT WWW.NACHA.ORG FOR HELPFUL RESOURCES, INCLUDING AN OFAC DOCUMENT ON CREDITING BENEFICIARY'S ACCOUNTS PRIOR TO OFAC SCREENING.

Provision Under Article One

Due to issues involving OFAC investigations, an RDFI may encounter situations when it is unable to:

- Post an IAT entry on the Settlement Date,
- Return an IAT entry within the prescribed timeframes, or
- Recredit a Receiver's account for an unauthorized IAT entry.

A provision to the *ACH Rules* excuses an RDFI from its obligations under the *ACH Rules* to credit or debit an account or transfer funds when such action is in conflict with U.S. law such as a possible OFAC violation.

OFAC handling of IAT transactions does not change your current OFAC requirements related to domestic ACH transactions. To learn more about an RDFI's OFAC responsibilities, visit www.treas.gov or call 800.540.OFAC.

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FINANCIAL INSTITUTION ACH QUICK REFERENCE CARD

IAT Entries

Reason for Payment

Each inbound IAT entry contains the reason for the payment, located in the Transaction Type Code field of the first Addenda Record. The reason for payment is identified with a 3-digit predefined code, found in the *ACH Rules*; inbound IAT debit entries may carry a secondary SEC code in the Transaction Type Code field, which reflects how the Receiver's authorization was obtained. Predefined code values and acceptable SEC codes are shown below:

CODE VALUE	REASON FOR PAYMENT
ANN	Annuity
BUS	Business
DEP	Deposit
LOA	Loan
MIS	Miscellaneous
MOR	Mortgage
PEN	Pension
REM	Worker Remittance
RLS	Rent/Lease
SAL	Salary/Payroll
TAX	Tax

SEC CODE	DESCRIPTION
ARC	Accounts Receivable Entry
BOC	Back Office Conversion
MTE	Machine Transfer Entry
POP	Point-of-Purchase Entry
POS	Point-of-Sale Entry
RCK	Re-presented Check Entry
SHR	Shared Network Transaction
TEL	Telephone-Initiated Entry
WEB	Internet-Initiated Entry

Notifications of Change

An RDFI may send a Notification of Change (NOC) related to an IAT entry. NOCs must be transmitted within **2 banking days** of the Settlement Date of the IAT entry to which the NOC relates. The following NOC Codes may be used:

NOC CODE	DESCRIPTION
C01	Incorrect Account Number
C02	Incorrect Routing Number
C05	Incorrect Transaction Code
C08	Incorrect Foreign Receiving DFI ID
C09	Incorrect Individual ID Number
C13	Addenda Format Error

Returning IAT Entries

Inbound IAT Entries may be returned for any valid reason (refer to "ACH Return Entries" Quick Reference Card for specific return reason codes) and within the established domestic return timeframes prescribed in the *ACH Rules*. An IAT return entry must include the 7 mandatory Addenda Records transmitted with the original IAT entry.

Return Processing 'Best Practice'

Updates to the SDN List are made frequently and due to time delays between posting and returning an IAT entry, one or more parties to the IAT transaction could have been added to the SDN List. An RDFI may want to re-screen the 7 mandatory Addenda Records for OFAC compliance prior to returning an IAT entry.

Dishonored and Contested Dishonored Returns

Dishonored and Contested Dishonored Returns are not permitted for use with IAT entries. These domestic exception processes do not have counterparts with foreign payments systems, and therefore, must be handled outside of the ACH Network (e.g., RDFI contact U.S. Gateway to resolve).

DOs AND DON'Ts OF IAT RETURNS

- Do use "R16 – Account Frozen/Returned per OFAC Instruction" to return inbound IAT debit or credit entries when OFAC has instructed your financial institution to do so.
- Do know you may return inbound IAT debit or credit entries as "R17 – File Record Edit Criteria/Entry with Invalid Account Number Initiated Under Questionable Circumstances" when your financial institution does not have enough information to perform a comprehensive OFAC scan or believes the entry was initiated under questionable or suspicious circumstances.
- Don't return a "suspect" IAT transaction before completing your investigation, which could include contacting OFAC.

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

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

REMOTE DEPOSITION OF SHARON BRADLEY SMITH

Friday, July 19, 2024

Houston, Texas

11:03 a.m.

Reported By: TRICIA J. LATHOURIS, CSR, RPR

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

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

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

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

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

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

Plaintiffs,

vs.

PRESTAMOS CDFI, LLC.,

Defendant.

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

REMOTE DEPOSITION OF KRISTINA HENDERSON

Friday, August 23, 2024

Detroit, Michigan

Reported By: TRICIA J. LATHOURIS, CSR, RPR

JOB NO. 31665

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

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

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

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

[redacted]

[redacted]

[redacted]

[redacted]

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

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

VS

PRESTAMOS CDFI, LLC,
Defendant

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

DEPOSITION OF: JAHBRAEL HORNE

BEFORE: ALISON N. SALLEY, RPR NOTARY PUBLIC

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

PLACE: REMOTE

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

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

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

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

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

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[redacted]

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[redacted]

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

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

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

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

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

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

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

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

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

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

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

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

[redacted]

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

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

I will submit your account over to them for review.

Thank you,

Elexis Garcia

Forgiveness Coordinator

PRESTAMOS CDFI
a division of CHICANOS POR LA CAUSA

Chicanos Por La Causa, Inc. | Prestamos Loans CDFI

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

elexis.garcia@cplc.org

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

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

Hi Elexis.

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

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

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

Hello Gregory,

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

Kind regards,

Elexis Garcia

Forgiveness Coordinator

PRESTAMOS CDFI
a division of CHICANOS POR LA CAUSA

Chicanos Por La Causa, Inc. | Prestamos Loans CDFI

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

elexis.garcia@cplc.org

Prestamos CDFI: Financial Solutions By Investing In CommunitiesPrestamos 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 <elexis.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

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

you about the status of your loan; is that fair to say?
A Well, they can't comment on the status of my loan because they didn't provide my loan. They're just the bank that held my funds.
Q Okay. So Capital One held your funds; correct?
A Correct.
Q Just so I'm clear on the chain of events.
So Prestamos deposited your PPP funds into your Capital One account; right?
A Correct.
Q And then Capital One held onto those funds?
A Correct. As soon as I woke up in the morning, my account was frozen, unable to use those funds. The same day it was deposited. Because deposits go in -- you know, we all know they go in around two, three, four o'clock in the morning. You got to bed and there's nothing in there; you wake up and your money is there. So as soon as I woke up, my account was frozen. Couldn't even use it.
Q Okay. So let's talk a little bit about that day.
Explain to me how you discovered that your

funds were frozen.
A I woke up in the morning to pay a bill.
Q And was your entire Capital One account frozen?
A Yes. Both my savings and my checking. My entire account was closed -- frozen. Even my own money that was in there on top of the PPP loan was frozen.
Q And what did you do when you discovered that your entire account, including your PPP funds, were frozen?
A Called Capital One.
Q And what did you say to them?
A Why is my account frozen. I mean, obviously you can't expect me to remember word for word what I did three years ago, but it would have been along the lines of why is my account frozen, what is going on, and then they would tell me why and then thank you very much, I will get in contact with Blue Acorn.
Q Just for my edification, what did Capital One say to you? And I understand it's not going to be verbatim, your recollection, but to the extent you recall.

[redacted]
Q Okay. But it was Capital One that put a hold on your funds, not Prestamos; right?
A It was Capital One that put a hold on it, obviously. Yes.
Q Okay. Do you have any reason to believe that Prestamos was responsible for putting a hold on those funds?
A Putting a hold on it? No. I think Prestamos is at fault for not assisting getting it back.
Q Okay. But Prestamos disbursed the funds to your account; right?
A Correct.
Q Mr. Lloyd, do you recall answering written questions in this case prior to this deposition?

A No.
MR. LEDERER: Objection to form. Yeah, objection to form.
MR. GALLAGHER: I'll clarify.
BY MR. GALLAGHER:
Q Do you recall responding to what are called interrogatories?
A Yes.
Q Okay. Do you also recall signing a verification to those interrogatory responses?
A Yes.
MR. GALLAGHER: Can you put up tab 8.
Mr. Lloyd, I'm going to mark this document as Exhibit 3.
(Exhibit 3 marked for identification.)
BY MR. GALLAGHER:
Q Mr. Lloyd, do you recall reviewing this document?
A Yes.
Q And do you recall signing it as well?
A Yes.
Q In this verification you state that "I, Gregory Lloyd, state that I am one of the plaintiffs in this matter. I have read the foregoing

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

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.
PRESTAMOS CDFI, LLC,
Defendant

: CASE NO. 5:21-ev-04337-JMG

* * *

TUESDAY, JULY 16, 2024

* * *

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

day-to-day expenses, like, all my expenses, all my purchases for personal use goes through the bank, since I --
Q. Can you tell me when you opened the account?
A. Oh, a long time ago. Years ago. Probably --
Q. I'm sorry?
A. Probably over 15, 20 years ago.
Q. Sometime between 2000 and 2010?
A. It was already opened, yeah.
Q. Already opened by 2000?
A. Yeah. It was -- it was open a long time ago. There was one instance -- and I can't remember roughly the year. Maybe five, six years ago my account number had to change because there was -- someone -- I don't know. I think T-Mobile somehow compromised my information and somehow people were stealing money from my account, and so we ended up changing my account number, there was some fraud going on.
And so we had it corrected, and -- but, really, if we don't look at that, I go -- my account with America First goes

back probably 20 years, easy.
MR. ROGERS: Debbie, can you read the question and answer before the last question and answer, please.
THE REPORTER: Sure, no problem.
* * *
(The court reporter read from the record as follows:)
* * *
"QUESTION: Okay. And why did you open an account at America First Credit Union?
"ANSWER: Well, that account was opened so that I can receive my -- my business deposits and also to handle my personal day-to-day expenses."
* * *
MR. ROGERS: That's good enough.
BY MR. ROGERS:
Q. Were you aware when you opened the account that you couldn't use it for business purposes?

A. No, I was not aware.
Q. Do you know one way or another whether you got a document from America First setting up rules for the account?
A. They sent a letter a few days after the funds were returned. Because I didn't even realize it hit the bank and left the bank. I didn't even realize it until I got the letter from the bank.
And the letter from the bank was basically saying that, you know, we can't receive business loans on a personal account, so we have to return the funds. And that was the scope of the letter.
Q. Was the letter -- that was a letter written by the credit union?
A. Yes.
Q. And was there anything suspicious about that in your mind?
A. No. I think that was standard operating procedure from the bank.
Q. Right. So when you said earlier that you found it suspicious when Blueacorn told you about not being able to verify your identity, you're not suspicious

that America First didn't ultimately keep the deposit based on its business account prohibition? That you don't find suspicious?
A. No, I did not find anything suspicious on what my credit union did.
Q. Okay. Did you contact America First -- first of all, how did you find out -- you said you got a letter from them?
A. Yes. It was a physical letter, just a paper letter.
Q. That you received in the mail?
A. Uh-huh. Yes.
Q. And I'm going to ask you the question I asked you about 15 minutes ago. Was that a document that you gave to your lawyers?
A. The letter from the bank, I don't think I submitted to my attorneys.
Q. Do you still have it?
A. No, I don't -- I didn't retain it, but it's on the record -- I mean, I'm sorry, it's on the records of the bank. Somewhere along the lines, they retain records of letters that they send out to me. So you may actually have it, quite possibly.

2:58 5G 13%

Yahoo Mail - You rec...

You received a Direct Deposit

From: servicing@app.bluebird.com
To: [redacted]
Date: Tuesday, June 15, 2021, 04:31 AM PDT

Paris Townsend
[redacted]

Good News!

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]

Questions or want to learn more about Bluebird? Visit us at 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.

Exhibit 14
8/13/2024 M.S.

2:07 5G 58%

mail.yahoo.com/m/search/

servicing@app.bluebird.com

To [redacted]

Jun 15 at 11:22 AM

bluebird.com

Bluebird

Paris Townsend

[redacted]

Hi, Paris Townsend,

During our recent review of your Bluebird® Bank Account, we identified Account activity that we believe violates the terms of the Bluebird Deposit Account Agreement.

As a result of such activity, and pursuant to Section 11(b) of the Bluebird Deposit Account Agreement, your Account and your Account privileges have been permanently suspended.

If you have any questions or would like to inquire further, you may write to us at the following address:

Bluebird Customer Care
P.O. Box 826
Fortson, GA 31808

Delete Move to Forward Reply More

Exhibit 15
8/13/2024 M.S.

TOWNSEND00018

1:42 5G 22%

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]

EXHIBIT
16
8/13/2024 M.S.

[redacted]

[redacted]

[redacted]

[redacted]

EXHIBIT
11
Ahmadou 8/22/2024 D.H.

tcf bank | Now part of The Huntington National Bank

June 23, 2021

Kolawole Ayindamola Jr-Ahmadou
[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

_X__ 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.

Exhibit 14
Dismissed Class Representative Chart and Compilation

FORMER CLASS REPRESENTATIVES VOLUNTARILY DISMISSED

Name	**Entry to Case**[1]	**Explanation of Voluntary Dismissal**
Etuknwa, Enobong	*Marshall* Third Am. Compl.	Borrower had no records or firsthand knowledge that he executed Loan Documents with Prestamos.[2]
Loyd, Katherine	*Drevnak* Compl.[3]	SBA sent Prestamos a letter on December 4, 2022 regarding Katherine Loyd stating: "SBA has determined that the borrower was ineligible for the PPP loan. . . . After a review of the documentation provided it has been determined that the borrower has received more than one PPP loan. . . . SBA notes that the borrower received multiple first draw PPP loans from different lenders. . . . Based on the above stated reason(s), SBA has determined that forgiveness in the amount of $0.00 is appropriate."[4]
Drevnak, Georgina	*Drevnak* Compl.	Bank records confirmed that Drevnak received and spent the PPP loan funds disbursed by Prestamos.[5]
Ahmadou, Kolawole	*Marshall* Am. Compl.	Bank records show that Ahmadou received his PPP loan funds, withdrew some of them, had his account frozen by his bank, returned the withdrawn funds to his bank, and then had his bank return the PPP funds to Prestamos.[6]
Grichar, Guy	*Marshall* Third Am. Compl.	Bank records confirmed that Grichar received and spent the PPP loan funds disbursed by Prestamos.[7]
Owsley, Leona	*Marshall* Am. Compl.	Plaintiff did not agree to a date for deposition.
Beattie, Ezra	*Drevnak* Compl.	Did not provide written discovery consistent with the Court's order or agree to a date for deposition.
Dervin, Kiana	*Marshall* Am. Compl.	Did not provide written discovery consistent with the Court's order or agree to a date for deposition.

Holland, Nancilee	*Marshall* Am. Compl.	Did not provide written discovery consistent with the Court's order or agree to a date for deposition.
Innis, Dustin	*Marshall* Am. Compl.	Did not provide written discovery consistent with the Court's order or agree to a date for deposition.
Pronsky, Daniel	*Marshall* Compl.	Did not provide written discovery consistent with the Court's order or agree to a date for deposition.
Stalnaker, Kelly	*Marshall* Am. Compl.	Did not provide written discovery consistent with the Court's order or agree to a date for deposition.

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[1] *Marshall* Compl. (filed 10/21/2021); *Marshall* Am. Compl. (filed 01/14/2022); *Drevnak* Compl. (filed 07/20/2023); *Marshall* Third Am. Compl. (filed 05/02/2024).

[2] Accompanying Compilation at Def_Appx_0374-75 (E. Etuknwa Dep.) 61:9-63:6, 65:17-24.

[3] *Drevnak, et al. v. Prestamos CDFI, LLC, et al.*, 2:23-cv-02777-JMG (E.D. Pa.).

[4] Accompanying Compilation at Def_Appx_0376 (Letter from SBA to Prestamos dated Dec. 4, 2022 re: SBA Loan Review Decision for Katherine Loyd).

[5] *Id.* at Def_Appx_0380 (G. Drevnak Dep. Ex. 8).

[6] *Id.* at Def_Appx_0382 (Ahmadou Dep. Ex. 11).

[7] *Id.* at Def_Appx_0385 (G. Grichar June 24, 2021 Bank Statement).

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	:	CASE NO. 5:21-ev-04337-JMG
vs.	:	
PRESTAMOS CDFI, LLC, Defendant	:	

* * *

FRIDAY, AUGUST 2, 2024

* * *

Oral deposition of ENOBONG ETUKNWA taken remotely, commencing at 12:20 p.m. before Debbie Leonard, Registered Diplomate Reporter, Certified Realtime Reporter.

the exhibits attached to the Third Amended Complaint are the PPP -- it's a sample of a PPP loan document from somebody else in this case --
A. Okay.
Q. -- and I'm wondering -- can you see that okay? I'm going to --
A. Yeah, I could see it.
Q. So this is a note from the Small Business Administration for the PPP loan. Did you ever see a note from the SBA?
A. I don't recall.
Q. Did you ever see anything like this document?
A. I don't recall. No, I don't recall.
Q. And what do you mean by you don't recall?
MR. COHEN: Objection.
THE WITNESS: Meaning any documents, if any -- I don't recall seeing any documents.
BY MS. AGUIRRE:
Q. Okay. So you -- do these payment terms look familiar?

A. I don't -- I don't remember seeing anything about payment terms.
Q. Okay. This would be the signature page at the end of the PPP loan application. Do you remember signing a PPP loan application?
A. That's what I'm telling you. I assume that my -- whatever that stuff was -- when Steve called me, he said, "Hey, we're wrapping this up," whatever. "You need to answer" -- that would be -- it would be your authorization, is what I was told.
I can't remember exactly what type of authorization. So I assumed that my authorization -- my -- either my text input or my verbal input, whatever, was my authorization to sign. That's what I'm going to assume.
Q. So you don't have firsthand knowledge that Steve signed a PPP loan application?
A. No, I don't have knowledge if he signed. I'm assuming that he signed it. Otherwise, I mean, this wouldn't all be happening if he did not. So I'm going to

assume that he signed on my behalf.
Q. But he never shared the application with you?
A. No, never, never. Never. Never ever, ever shared the documents with me, no. I didn't know how any of this goes.
Q. Okay.
A. So let's start off with that. I don't know how -- I didn't know how any of that goes. I've never done a PPP loan before, so I don't know how that goes. That's the reason I hired him.
Q. When he told you that you were denied, did he tell you it was Blueacorn that denied you?
A. Yeah, he said that Blueacorn -- yeah, he said that Blue -- yeah, he said that -- I don't know if he said Blueacorn denied -- he said that when he spoke to somebody at Blueacorn or -- like I said, it was e-mail or a text. I just remember him saying that that organization said I was denied.
Q. Do you remember whether he said Prestamos denied you as well?

A. I don't remember him verbally telling me Prestamos, in all honesty. I remember him saying the words "Blueacorn," and then the other word was "they." That's what I was told. The other word was "they." I do remember the "they." They denied.
Q. I believe the last question was, do you remember the denial coming from Prestamos?
A. I don't recall -- I don't remember. I just remember "they." Blueacorn was the name tossed in there. "They" was another term. He used, "They denied you."
Because, like I said, I was bugging them. I just wanted to know why. What was going on. Why. Why did they deny you? I don't know. They just denied you.
Q. But do you have any firsthand knowledge about Steve signing a note for the loan?
A. No, no, because I didn't know how that goes, you know. I did, like I told you in the beginning -- I don't -- I can't lie to you and tell you -- I'm not going to lie to you and tell you how the conversation

went. I do recall something about us agreeing for him to sign the documents, any documents that I need, he'll take care of it, he'll handle it. And I thought that was appropriate. What I believed was appropriate.

So I mean, was it? Was it not? I thought that that was appropriate, you know. I mean, like I said, I have no knowledge about how the PPP loan process is supposed to go, so I just went with word of mouth from my godmother that this guy would help because he takes care of other people's -- he's taken care of other people's PPP loans and he's taken care of people's taxes.

Q. So to this day, do you have a copy of the forms that Steve supposedly submitted on your behalf?

A. I don't have any of that.

Q. And you never saw any of those documents?

A. Never saw any of those documents.

Q. Okay. Give me one second here.

We're going to go back to the Third Amended Complaint, Exhibit 2. Can you see that okay?

So I'll zoom in on -- or highlight, rather, paragraph 352 of the Third Amended Complaint. Do you see where I've highlighted?

A. Uh-huh. 352.

Q. Yes. Here -- I'll zoom in.

A. Yes, ma'am.

Q. Here it says, "In May 2021, the SBA approved Etuknwa's PPP loan application and assigned it an SBA loan number [redacted]"

Do you have any firsthand knowledge about SBA approving your loan application?

A. You want me to get into how I found out about it and then -- or do you -- I don't understand the question. Are you asking me did I have any knowledge at the time when Steve was telling me I got denied that I was approved?

Q. I'll -- I'll rephrase the --

A. Because I didn't have any knowledge -- so let's be clear. I didn't

have any knowledge at the time that I was denied, that I was told I was denied, that I was approved by the SBA. I had no knowledge of that. No, ma'am.

Q. Okay. And what about after? How did you find out -- how do you know the SBA approved your loan application?

A. Great question. During my -- me and my wife's separation, right before the divorce, I was dating another woman. We broke up. She became almost stalker-ish. And she called me one day. She told me, "Hey, you know, congratulations. I'm just -- I don't want no trouble. I'm just telling you congratulations." Yada, yada, yada. "I saw you got a PPP loan."

So I'm, like -- excuse my language. I'm just telling you what I said. "Fuck are you talking about?"

And so I kind of ignored it because I didn't know where that was coming from. And so it was definitely on my radar because I was, like, where the hell did she get that from? I thought she was just making something up to just have conversation with

me.

So going forward, I went to court -- during the divorce proceedings with my ex-wife, we go to court and her lawyer says -- she pulls up the documents showing that I've been approved for a PPP loan, and she says the amount, around 20,000.

And me and my lawyer -- I'm telling him the business is not making money like that right now. We're telling the judge -- me and my lawyer, we're telling the judge this.

The lady is adamant that I received a PPP loan. And then says, "You're hiding the money. Judge, Your Honor, he's hiding the money." The judge thinks I'm lying. I don't know where he's getting this from.

I mean, feel free, it's probably in the record. I'm pretty sure you guys can go look up what happened.

I don't know where they're getting this from. I'm, like, what the hell are they talking about? "He's got approved for a PPP loan. He has a PPP loan. It shows

SMALL BUSINESS ADMINISTRATION
WASHINGTON, DC 20416

12/04/2022

VIA FORGIVENESS PLATFORM

Jose Martinez

Prestamos CDFI, LLC

Re: PAYCHECK PROTECTION PROGRAM FINAL SBA LOAN REVIEW DECISION
Borrower: Katherine Loyd
SBA Loan No.: [redacted]
Approved Loan Amount: [redacted]
Loan Approval Date: 05/22/2021
Lender Forgiveness Decision Submission Date: 09/07/2022
Lender Forgiveness Decision Amount: [redacted]
SBA Final Forgiveness Amount: $ 0.00

Dear: Jose Martinez

The U.S. Small Business Administration (SBA) has completed its review of the above-referenced Paycheck Protection Program (PPP) loan. Based on a review of lender and/or borrower submissions, and consideration of the facts and circumstances, SBA has made a final SBA loan review decision.

SBA has determined that the borrower was ineligible for the PPP loan. The reason(s) for SBA's decision is as follows:
After a review of the documentation provided it has been determined that the borrower has received more than one PPP loan. A borrower may receive only one First Draw PPP Loan and one Second Draw PPP Loan.
SBA notes the borrower received multiple first draw PPP loans from different lenders.
It is conformed the borrower received multiple first draw PPP Loans. A search of the borrower in CAFS shows an additional first draw PPP loan making this request ineligible.

Based on the above stated reason(s), SBA has determined that forgiveness in the amount of $0.00 is appropriate. Additional details regarding the forgiveness payment amount (if any) will be provided in a Notice of Paycheck Protection Program Forgiveness Payment.

Within 5 business days of the date of this letter, you must provide a copy of this final SBA loan review decision to the borrower.

You must continue to service the loan. You must notify the borrower that the remaining balance of the loan after application of the forgiveness payment (if any) must be repaid on or before the maturity date. The notification must include the date on which the first principal and interest payment is due and the amount of the borrower's regular payment. As set forth below, if the borrower files a timely appeal with SBA's Office of Hearings and Appeals (OHA), the deferment period of the loan will be extended pursuant to 13 CFR § 134.1211.

Pursuant to 13 CFR § 134.1201(b), the borrower has the right to appeal to SBA's Office of Hearings and Appeals a final SBA loan review decision that the borrower:

1. was ineligible for a PPP loan;
2. was ineligible for the PPP loan amount received or used the PPP loan proceeds for unauthorized uses;
3. is ineligible for PPP loan forgiveness in the amount determined by the lender in its full approval or partial approval decision issued to SBA; and/or
4. is ineligible for PPP loan forgiveness in any amount when the lender has issued a full denial decision to SBA.

Any appeal must be made in accordance with the SBA Rules of Practice for Borrower Appeals of Final SBA Loan Review Decisions Under the Paycheck Protection Program, located at 13 CFR § 134.1201, *et seq*., including but not limited to the following:

- An appeal petition must be filed with SBA's Office of Hearings and Appeals (OHA) within 30 calendar days after the borrower's receipt of the final SBA loan review decision. 13 CFR § 134.1202(a). To file and manage an appeal of a final SBA loan review decision with OHA, refer to Office of Hearings and Appeals.
- Borrower must include, among other things, a copy of this final SBA loan review decision with its appeal. 13 CFR § 134.1204(a).
- Borrower must provide you (the lender) with a copy of the timely appeal petition filed with OHA so that you can extend the deferment period of the loan. 13 CFR § 134.1202(b).
- An appeal to OHA is an administrative remedy that must be exhausted before judicial review of a final SBA loan review decision may be sought in a federal district court. 13 CFR § 134.1201(d).

Thank you for your cooperation.

Sincerely,

Office of Capital Access
U.S. Small Business Administration

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

EXHIBIT
11
Ahmadou 8/22/2024 D.H.

[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

* Confidential

REGIONS

Regions Bank
Mall
4441 Central Avenue
Hot Springs, AR 71913

MARY J WELCH
GUY GRICHAR
[redacted]

1

ACCOUNT # [redacted]

	053
Cycle	15
Enclosures	0
Page	1 of 5

62+ LIFEGREEN CHECKING
May 25, 2021 through June 24, 2021

SUMMARY

Beginning Balance	[redacted]	Minimum Balance	[redacted]
Deposits & Credits		Average Balance	
Withdrawals			
Fees			
Automatic Transfers			
Checks Converted			
Checks			
Ending Balance			

DEPOSITS & CREDITS

[redacted]

Total Deposits & Credits [redacted]

WITHDRAWALS

[redacted]

For all your banking needs, please call 1-800-REGIONS (734-4667)
or visit us on the Internet at www.regions.com. (TTY/TDD 1-800-374-5791)

EQUAL HOUSING LENDER

Thank You For Banking With Regions!

Exhibit 15
Plaintiff Eligibility Chart and Document Certification Compilation

PLAINTIFF ELIGIBILITY DOCUMENTS CHART

Plaintiff	Federal Tax Return	Bank Statements	Certification
Bradley Smith, Sharon	[redacted]	[redacted]	Signed June 26, 2024[1]
Henderson, Kristina	None	[redacted]	Signed July 1, 2024[2]
Horne, Jahbrael	None	None	Signed June 13, 2024[3]
Johnson, Alyshia	[redacted]	[redacted]	Signed June 10, 2024[4]
Jones, Jamie	[redacted]	None	Signed June 26, 2024[5]
Lloyd, Gregory	[redacted]	None	Signed June 26, 2024[6]
Marshall, Alicia	[redacted]	[redacted]	Signed July 1, 2024[7]

Martin, John	[redacted]	[redacted]	Signed June 27, 2024[8]
Marvel, Lametria	[redacted]	None	Signed June 10, 2024[9]
Townsend, Paris	None	None	Signed June 26, 2024[10]

[1] Accompanying Compilation at Def_Appx_0388.
[2] *Id.* at Def_Appx_0389.
[3] *Id.* at Def_Appx_0390.
[4] *Id.* at Def_Appx_0391.
[5] *Id.* at Def_Appx_0392.
[6] *Id.* at Def_Appx_0393.
[7] *Id.* at Def_Appx_0394.
[8] *Id.* at Def_Appx_0395.
[9] *Id.* at Def_Appx_0396.
[10] *Id.* at Def_Appx_0397.

CERTIFICATION

I certify that following a diligent search, I possess no responsive federal tax returns for the year 2021 that are within my care, custody or control.

I also certify that following a diligent search, I have obtained and produced to my attorneys certain bank account statements within my present possession, custody or control and that they show that Prestamos never funded my PPP loan. In addition, I also understand that Prestamos has already issued a subpoena to the bank also seeking my bank statements and I have not objected to or otherwise opposed Prestamos's subpoena for those records.

Dated: June 26, 2024

Sharon Smith

Sharon Smith

Highly Confidential Pursuant to The Court's Jan. 18, 2022 Order Approving the Parties' Stipulated Protective Order

CERTIFICATION

I certify that following a diligent search, I possess no responsive federal tax returns for the year 2021 that are within my care, custody or control.

I also certify that following a diligent search, I have obtained and produced to my attorneys certain bank account statements within my present possession, custody or control and that they show that Prestamos never funded my PPP loan. In addition, I also understand that Prestamos has already issued a subpoena to the bank also seeking my bank statements and I have not objected to or otherwise opposed Prestamos's subpoena for those records.

Dated: July 1, 2024

Kristina Henderson

Kristina Henderson

Highly Confidential Pursuant to The Court's Jan. 18, 2022 Order Approving the Parties' Stipulated Protective Order

CERTIFICATION

I certify that following a diligent search, I possess no responsive federal tax returns for the years 2019, 2020 and 2021 that are within my care, custody or control.

I also certify that following a diligent search, I have obtained and produced to my attorneys certain bank account statements within my present possession, custody or control and that they show that Prestamos never funded my PPP loan. In addition, I also understand that Prestamos has already issued a subpoena to the bank also seeking my bank statements and I have not objected to or otherwise opposed Prestamos's subpoena for those records.

Dated: June 13, 2024

Jahbrael Horne

Jahbrael Horne

Highly Confidential Pursuant to The Court's Jan. 18, 2022 Order Approving the Parties' Stipulated Protective Order

CERTIFICATION

I certify that following a diligent search, I possess no responsive federal tax returns for the years 2020 and 2021 that are within my care, custody or control.

I also certify that following a diligent search, I have obtained and produced to my attorneys certain bank account statements within my present possession, custody or control and that they show that Prestamos never funded my PPP loan. In addition, I also understand that Prestamos has already issued a subpoena to the bank also seeking my bank statements and I have not objected to or otherwise opposed Prestamos's subpoena for those records.

Dated: June 10, 2024

Alyshia Johnson

Alyshia Johnson

Highly Confidential Pursuant to The Court's Jan. 18, 2022 Order Approving the Parties' Stipulated Protective Order

CERTIFICATION

I certify that following a diligent search, I possess no responsive federal tax returns for the years 2019 and 2021 that are within my care, custody or control.

I also certify that following a diligent search, I have been unable to date to obtain my bank account statements for the years 2019-2021 although with additional time I may be able to retrieve them. I also understand that Prestamos has already issued a subpoena to the bank also seeking my bank statements and I have not objected to or otherwise opposed Prestamos's subpoena for those records.

Dated: June 26, 2024

Jamie Jones

Jamie Jones

Highly Confidential Pursuant to The Court's Jan. 18, 2022 Order Approving the Parties' Stipulated Protective Order

CERTIFICATION

I certify that following a diligent search, I have been unable to date to obtain my bank account statements for the years 2019-2021 although with additional time I may be able to retrieve them. I also understand that Prestamos has already issued a subpoena to the bank also seeking my bank statements and I have not objected to or otherwise opposed Prestamos's subpoena for those records.

Dated: June 26, 2024

Gregory Lloyd

Gregory Lloyd

Highly Confidential Pursuant to The Court's Jan. 18, 2022 Order Approving the Parties' Stipulated Protective Order

CERTIFICATION

I certify that following a diligent search, I have obtained and produced to my attorneys certain bank account statements within my present possession, custody or control and that they show that Prestamos never funded my PPP loan. In addition, I also understand that Prestamos has already issued a subpoena to the bank also seeking my bank statements and I have not objected to or otherwise opposed Prestamos's subpoena for those records.

Dated: July 1, 2024

CERTIFICATION

I certify that following a diligent search, I possess no responsive federal tax returns for the year 2021 that are within my care, custody or control.

I also certify that following a diligent search, I have obtained and produced to my attorneys certain bank account statements within my present possession, custody or control and that they show that Prestamos never funded my PPP loan. In addition, I also understand that Prestamos has already issued a subpoena to the bank also seeking my bank statements and I have not objected to or otherwise opposed Prestamos's subpoena for those records.

Dated: June 27, 2024

John Martin

CERTIFICATION

I certify that following a diligent search, I possess no responsive federal tax returns for the years 2019, 2020 and 2021 that are within my care, custody or control.

I also certify that following a diligent search, I have been unable to date to obtain my bank account statements for the years 2019-2021 although with additional time I may be able to retrieve them. I also understand that Prestamos has already issued a subpoena to the bank also seeking my bank statements and I have not objected to or otherwise opposed Prestamos's subpoena for those records.

Dated: June 10, 2024

Lametria Marvel

Lametria Marvel

Highly Confidential Pursuant to The Court's Jan. 18, 2022 Order Approving the Parties' Stipulated Protective Order

CERTIFICATION

I certify that following a diligent search, I possess no responsive federal tax returns for the years 2019, 2020 and 2021 that are within my care, custody or control.

I also certify that following a diligent search, I have been unable to date to obtain my bank account statements for the years 2019-2021 although with additional time I may be able to retrieve them. I also understand that Prestamos has already issued a subpoena to the bank also seeking my bank statements and I have not objected to or otherwise opposed Prestamos's subpoena for those records.

Dated: June 26, 2024

Paris Townsend

Paris Townsend

Exhibit 16
Blueacorn Enhanced Due Diligence Guidelines

Paycheck Protection Program Loan Processing Script

blue acorn

Table of Contents

[TOC \h \u \z \n]

Welcome EVers

Welcome to Blueacorn's Paycheck Protection Program project. This project involves processing loan applications submitted to the SBA for the Paycheck Protection Program (PPP), a program passed by the federal government to ensure that businesses can pay their employees and themselves during the Covid-19 pandemic.

This document will serve as a primary resource for processing loans throughout the project. Please review this document carefully and bookmark it for future reference and do not hesitate to seek assistance from your EV Manager if there are any questions or concerns.

Getting Started

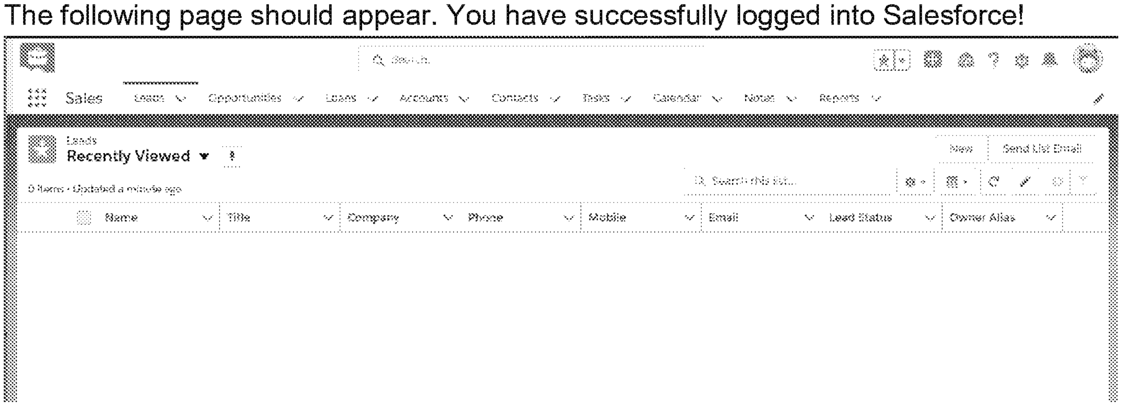
In this section, we will walk through accessing SalesForce, setting up Salesforce in the Sales Console View, creating your personal queue, and getting started on loans.

Accessing Salesforce

1. Navigate to the SalesForce Login page using the following URL: [HYPERLINK "https://login.salesforce.com/" \h] The following page should appear.

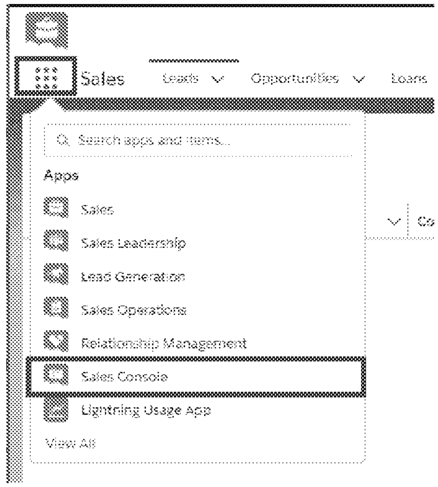
2. Enter your Blue Acorn username and password, and click the **login** button.

3. The following page should appear. You have successfully logged into Salesforce!

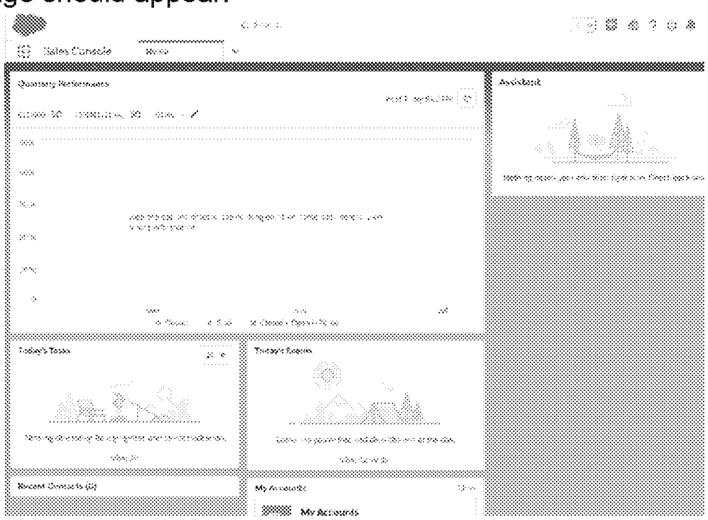


Setting up Salesforce in Sales Console View

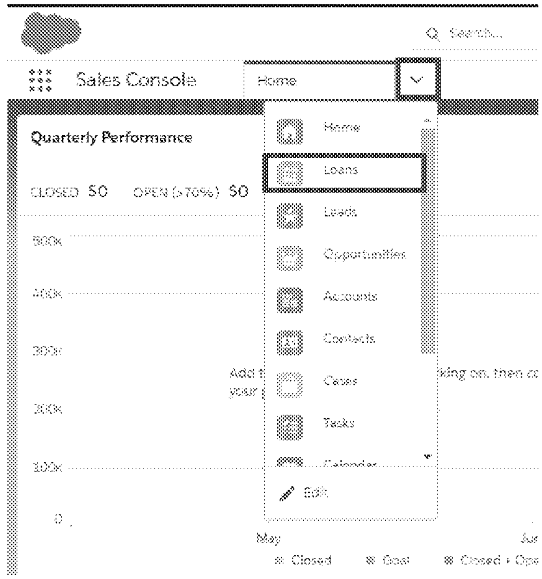
1. Select the **9 Dots** listed in the upper left corner of the window. Select **Sales Console** from the dropdown menu.



2. The following page should appear.



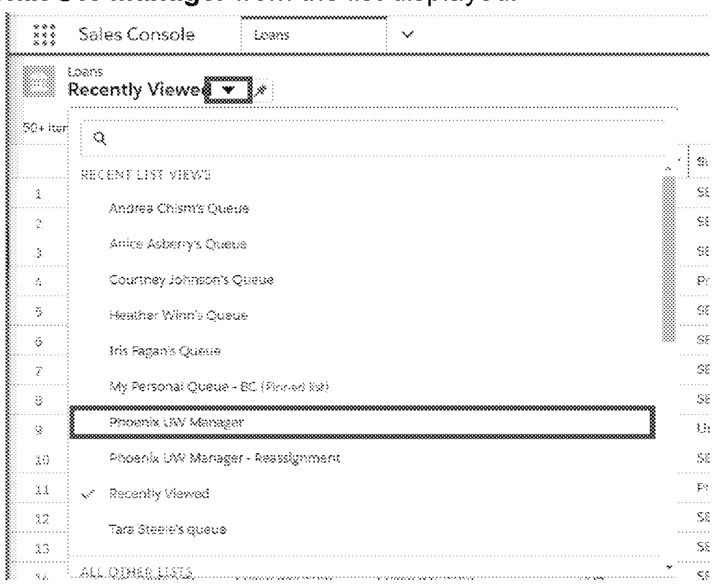
3. Select the **dropdown arrow** next to the Home tab. Select **Loans**.



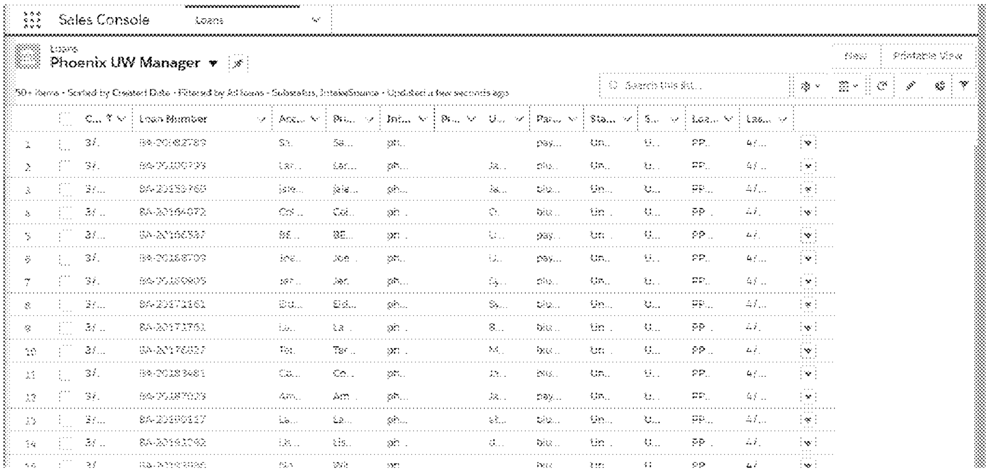
4. The menu bar at the top of the page should match the picture shown below. You have now entered the Sales Console View!

Setting Up Your Personal Loan Queue

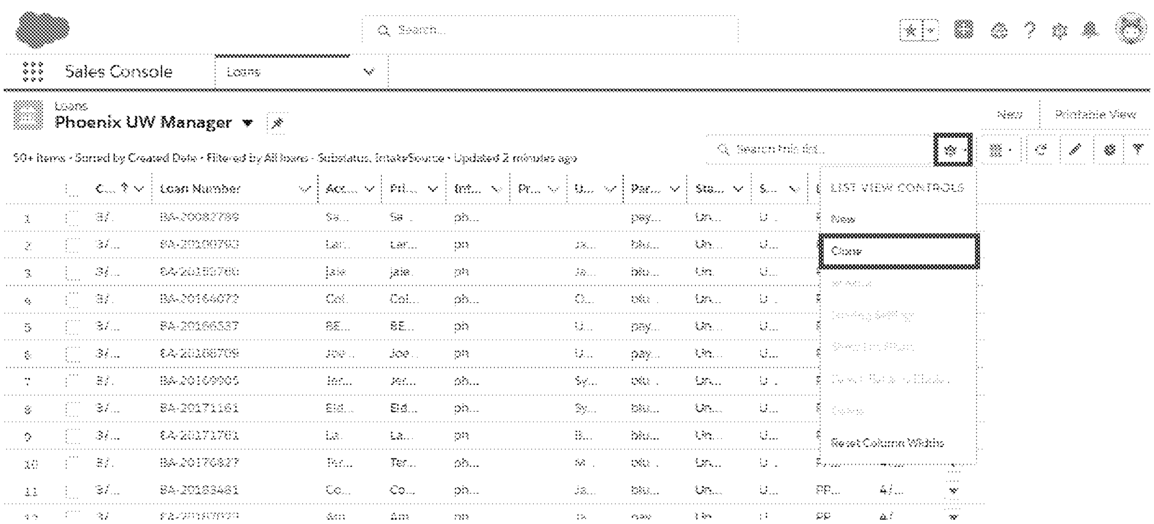
1. Once in the Loans tab in Sales Console View, select the dropdown arrow shown below, and select **Phoenix UW Manager** from the list displayed.



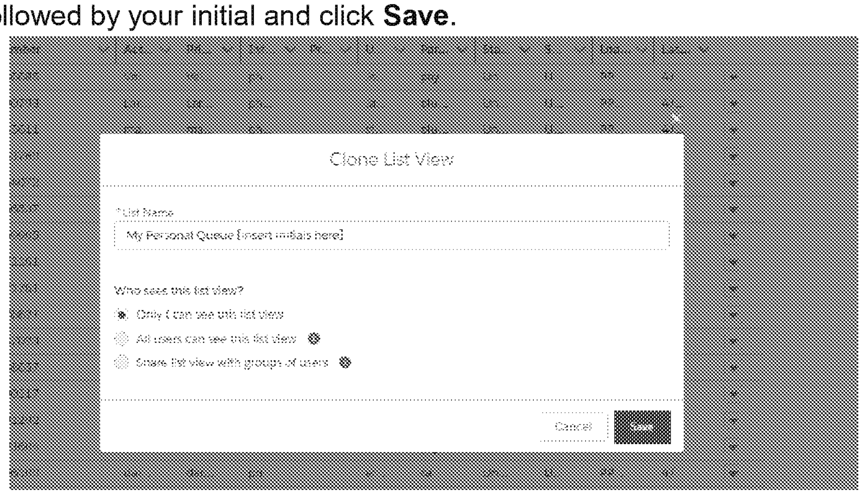
2. The following page should appear.



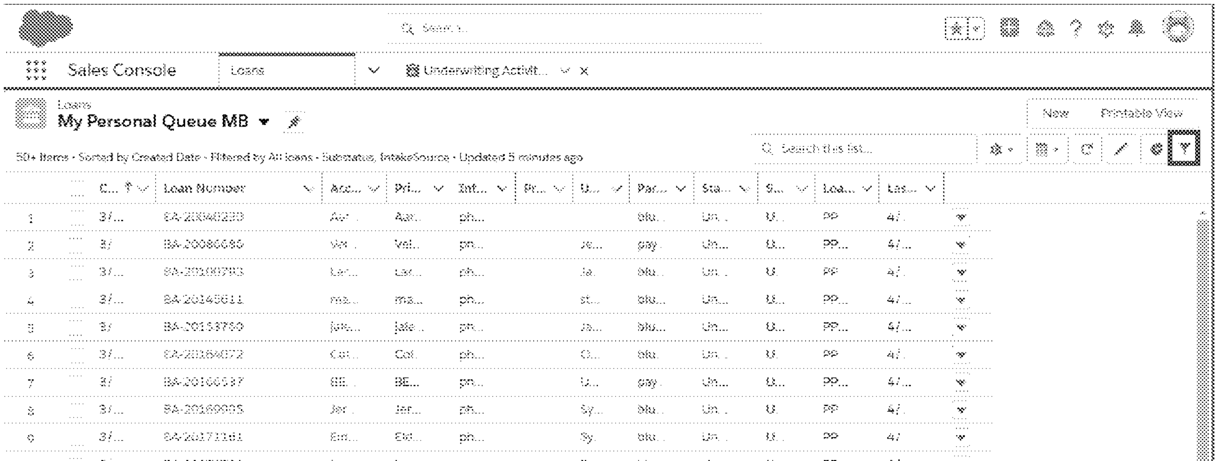
3. Select the dropdown arrow next to **The Gear Icon**, and select **clone** from the dropdown menu.



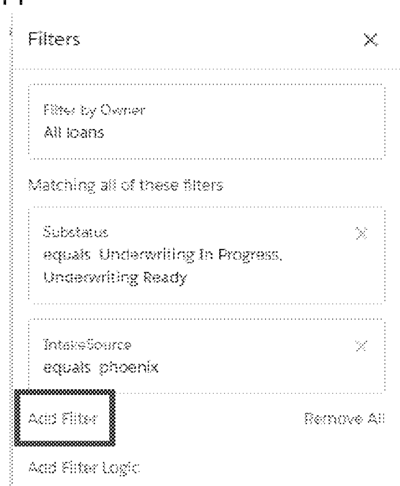
4. The *Clone List View* window should appear. In the *List Name* box, enter "My Personal Queue" followed by your initial and click **Save**.



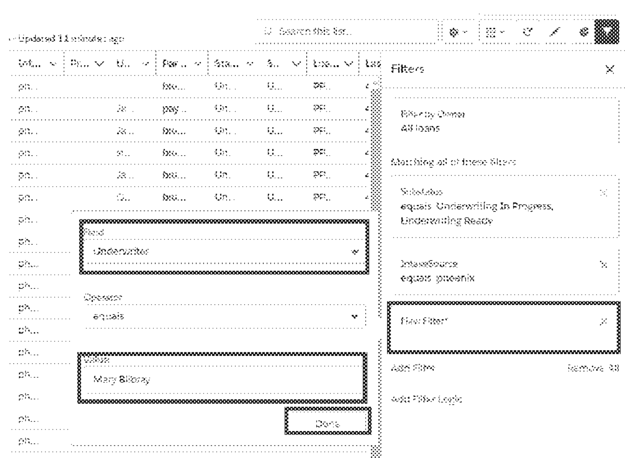
5. The following page should appear. Click on the **Filter** icon on the right side of the page.



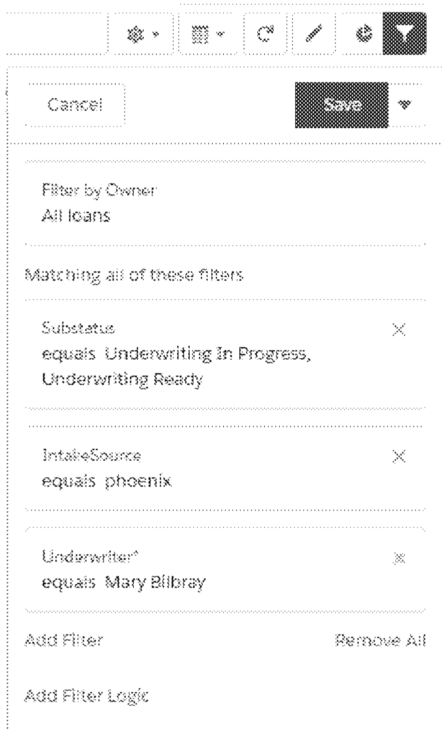
6. The following page should appear. Select **Add Filter.**



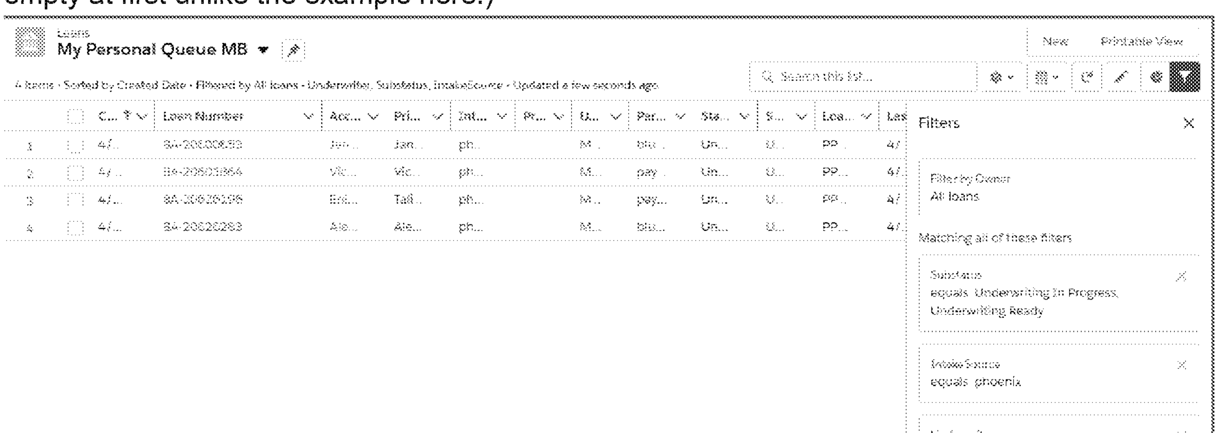
7. The following page should appear. Select the **New Filter** box. For the *Field* box, ensure that **Underwriter** is selected from the dropdown menu. For the *value* box, enter your full first and last name (NOTE: This must be your full name spelled correctly). Select the **Done** button.



8. Select **Save**.

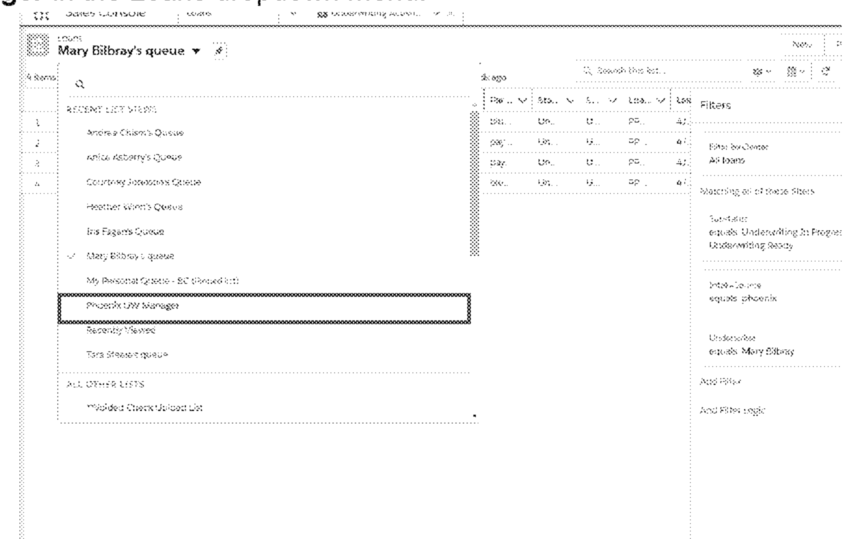


9. Congratulations. You have successfully made your personal queue. (Note: it will likely be empty at first unlike the example here.)

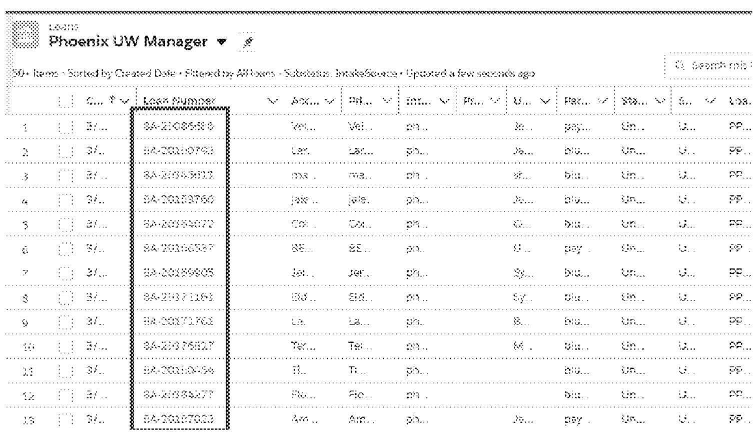


Getting Started on Loans

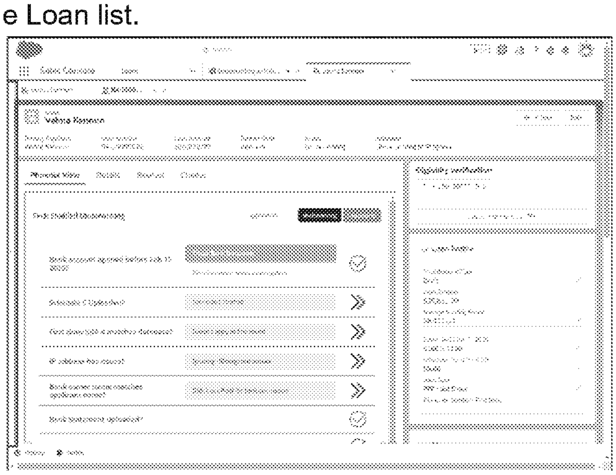
1. Your personal queue should be empty at first. To access loans, first go to the **Phoenix UW Manager** in the Loans dropdown menu.



2. Select any **Loan Number** from the Loan Number column.

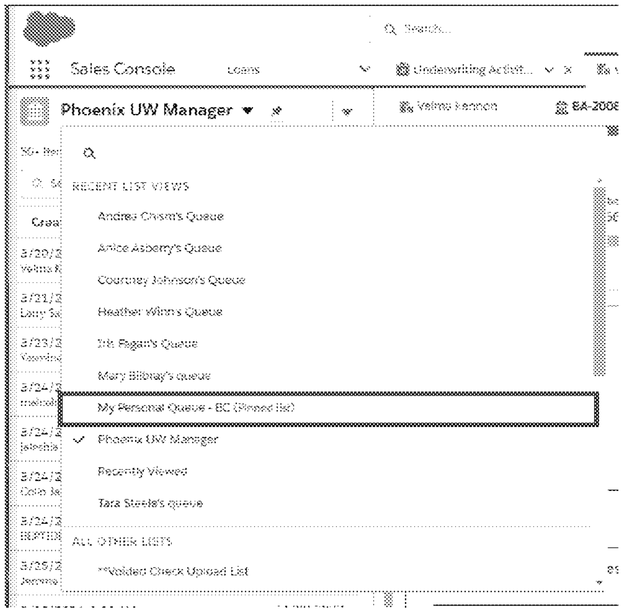


3. A page similar to the following should appear. Select the **arrow** on the left side of the screen to pop out the Loan list.

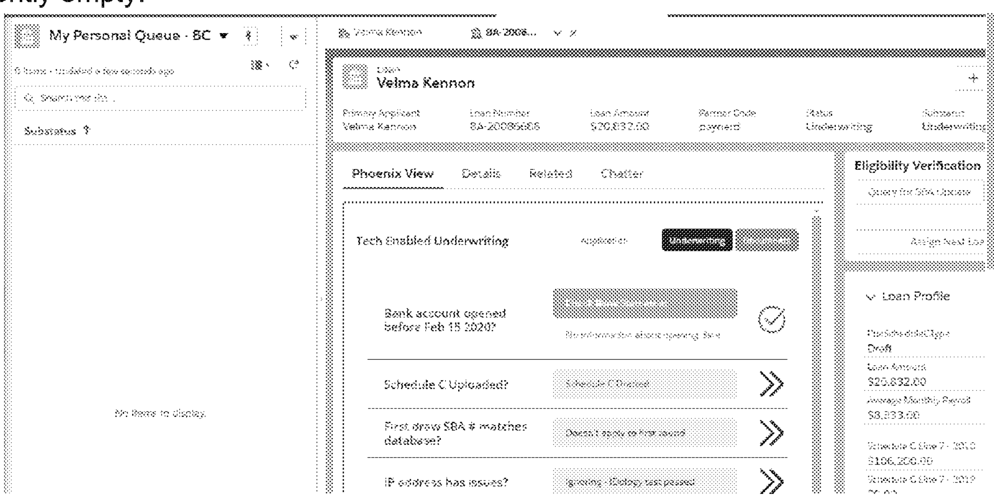


Def_Appx_0407

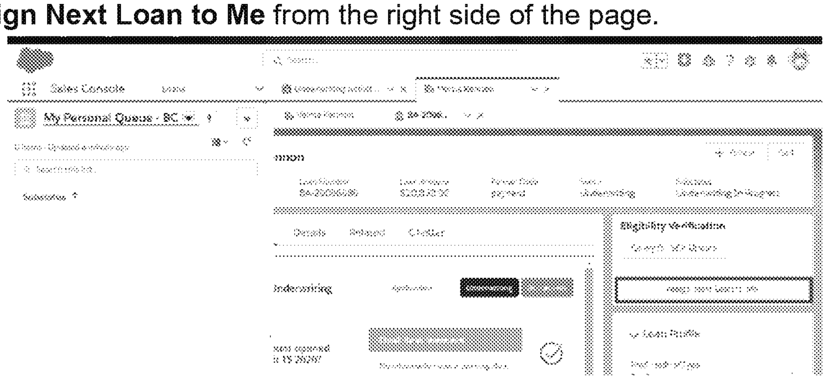
4. A menu similar to the following should appear. Select the personal queue you made earlier from the Loans dropdown menu.



5. The menu on the left side of the page will now show your personal queue. Note how it is currently empty.

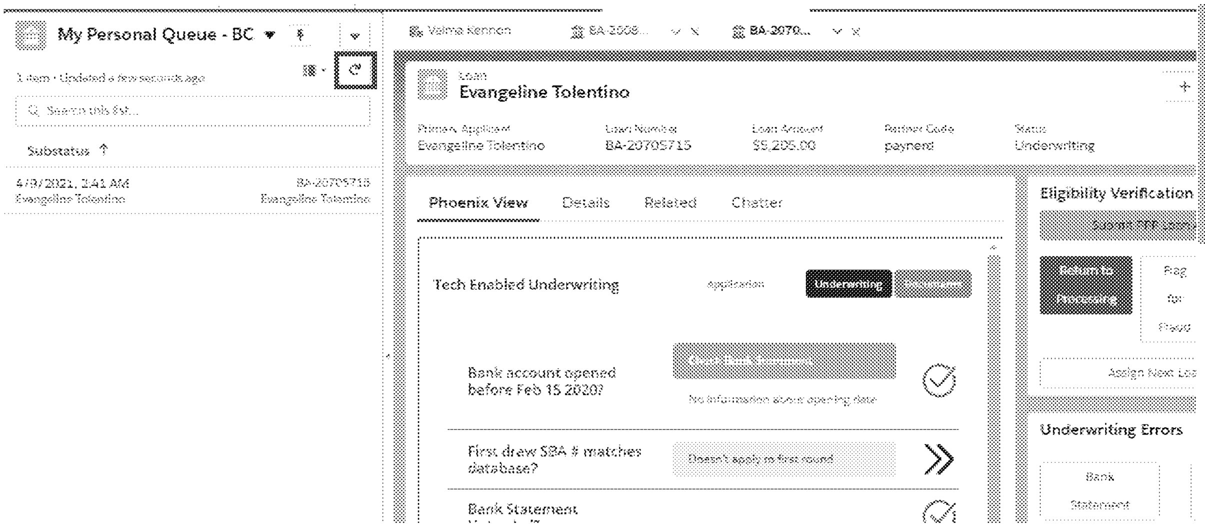


6. Select **Assign Next Loan to Me** from the right side of the page.



Def_Appx_0408

7. You have now assigned yourself a loan! If you hit the refresh button in the menu displaying your personal queue, you should see the loan populate in your queue. Now you're ready to get to work!

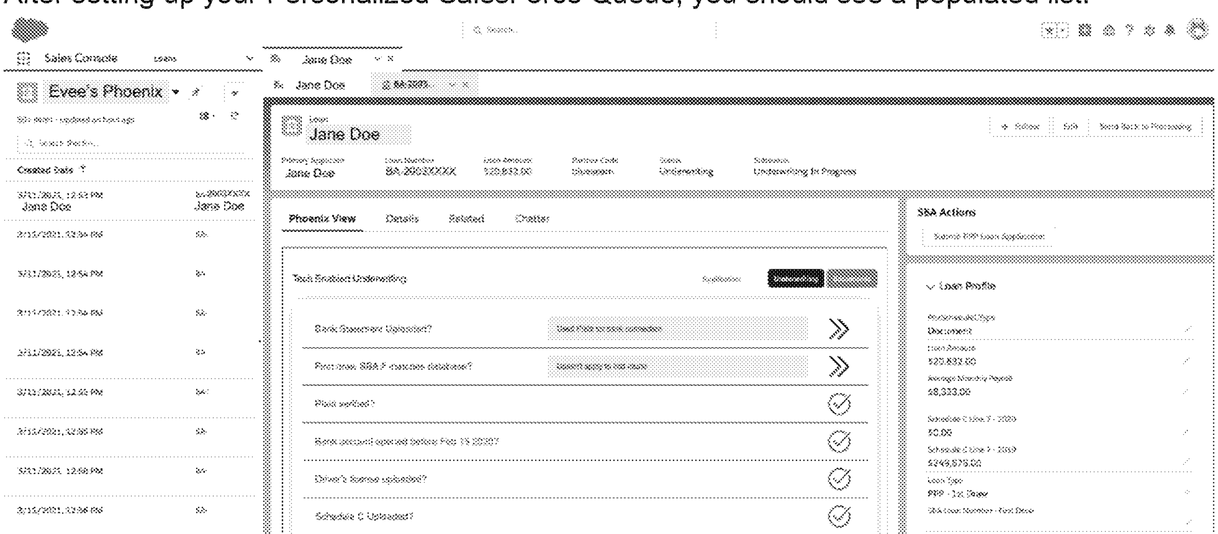


Understanding SalesForce

This section will explain the tools presented in SalesForce.

Sales Console Phoenix View: What you will need while working through loans

After setting up your Personalized SalesForce Queue, you should see a populated list:



- From this list you can see your assigned loans on the left.

- On the right you can see your first PPP loan.

Overview of the Fields in the Phoenix View EV Tab

See **Working Through Loans** for further detail on EV process and loan requirements

For the Eligibility Verification process, we will stay strictly in the **Phoenix View** tab.

1. *Bank Statement Uploaded?*
    a. If applicant's bank account is not Plaid verified, this field will state "Check Bank Statement" and the EVer will perform a thorough review of the bank statement
    b. If cleared by Plaid there will be no flag but EV still checks bank statements for each applicant
2. *Plaid verified?*
    a. When applying through the initial PPP loan application, the applicant is given the opportunity to log into their bank account through Plaid, a bank account verification system. This system verifies ownership of the bank account and if the bank account was created before February 15, 2020.
    b. Some applications will be flagged on the Phoenix view for "Bank Account doesn't show transactions before Feb 15, 2020" meaning that Plaid was unable to verify both Bank Account Ownership AND verify the bank account has had transactions before February 15th, 2020.
3. *Driver's license uploaded?*
    a. Onfido has verified the ID
        i. Onfido is an identity verification system that requires the applicant to take a "selfie" of their face which is then digitally compared to the applicant's Driver's License or government issued ID.
    b. EVer reviews the ID and application name to ensure Onfido functioned correctly
4. *Schedule C Uploaded?*
    a. Clear picture or Uploaded Schedule C Document
    b. A Draft schedule C was used - no physical file will be required
    c. The applicant is missing a file and no draft created so application will need to be returned

5. *Loan amount calculation correct?*

   a. An error here could indicate a $0 line 7 or a miscalculated loan amount. Consult the training guide for calculations and verify line 7 amount from schedule c.

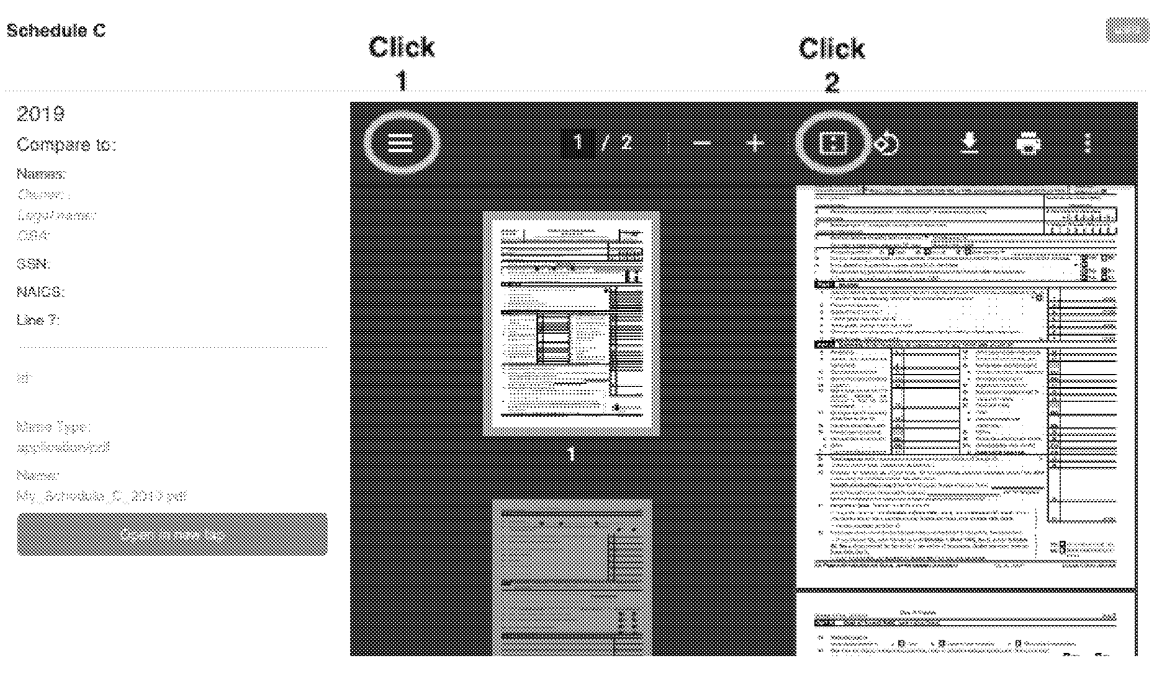
Optimizing SalesForce: Tools to help you use SalesForce more efficiently

When viewing the documents under the **Documents** tab, we see a small version of the document.

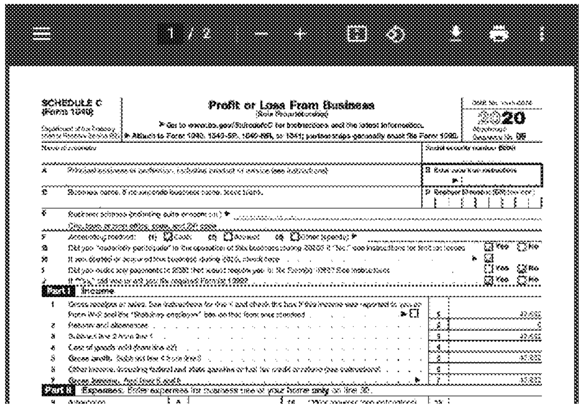
To view within the window:

Click 1 (The menu button) Once.

Click 2 (The view size button) Two times.



This will maximize the view of the document within the window of the **Documents** tab.

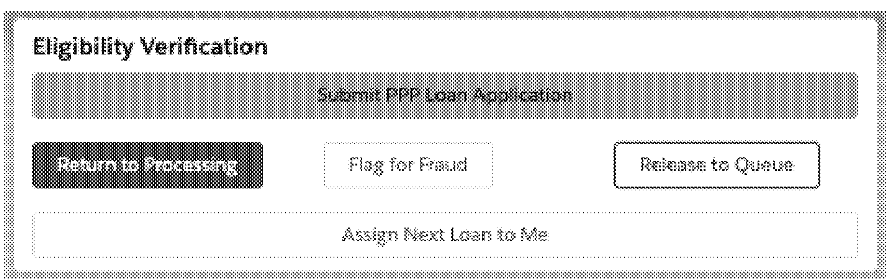


Sending a Loan Back to Processing

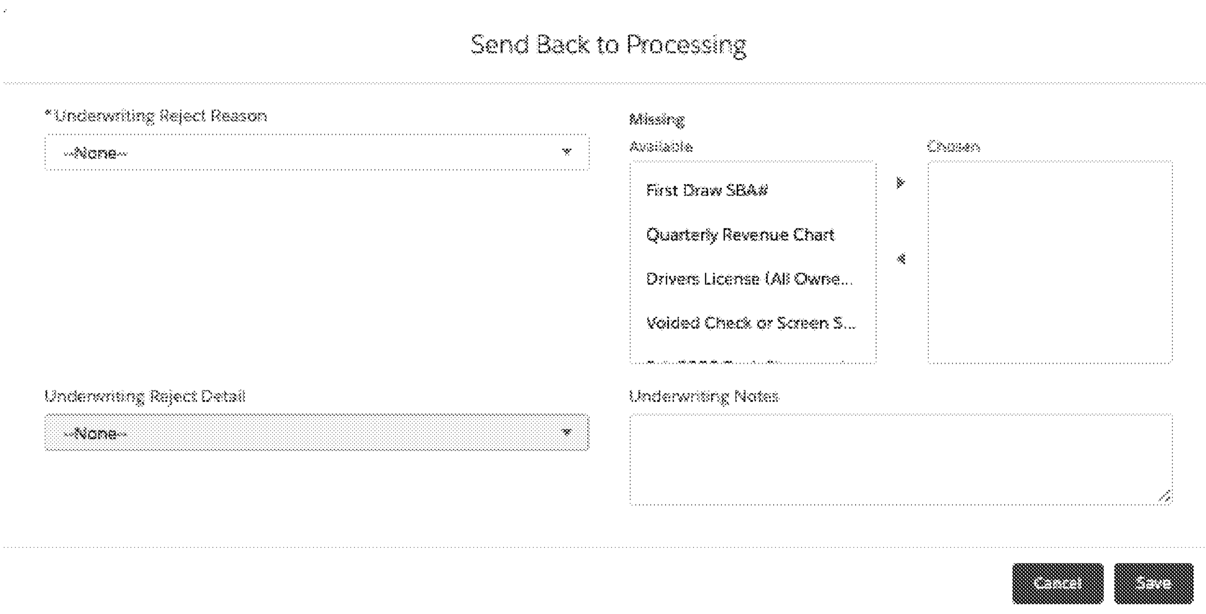
There are a multitude of reasons why a loan does not pass Eligibility Verification (Bank Statement date ranges are not acceptable, the Schedule C is not legible, a document other than a Schedule C is uploaded, etc.). When returning a loan to processing, we need to provide the reason(s) the loan did not successfully pass Eligibility Verification.

To send an application back to Processing due to Errors:

1. Click the **Sent Back to Processing** button, in the **Eligibility Verification** information section.



2. This window will appear.

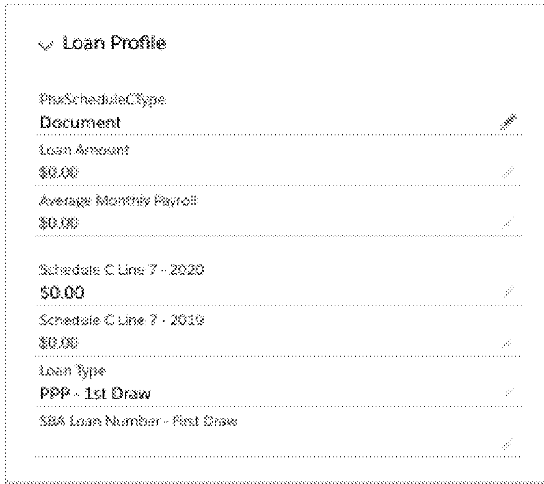


3. Select the reason(s) for returning a loan to Processing, and then click "Save". Once this action is completed, the loan is moved out of your queue and no further action is needed. Proceed to "**Assign Next Loan to Me**"

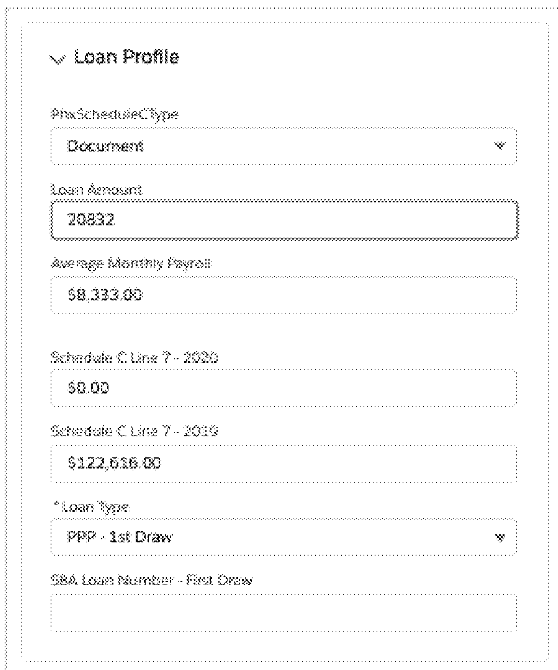
Walk Through of Correcting Information in the Loan Application and Loan Calculations

When going in to check the documents, there may be errors or missing information in the SalesForce file.

The first example, 0's in the **Loan Profile** Section but we have an uploaded Schedule C document.



To edit this area, click on the pencil icon to the right of *PhxScheduleCType*. That will bring up the Editing Window.



Cross-check this information with the information in the uploaded Schedule C document. You can add the income from multiple Schedule Cs in the same year if the applicant had different sources of income and filed multiple Schedule Cs.

1. Starting with Schedule C Line 7 - 2019
   - This example document has Line 7 listed as *$122,616.00*.
   - **Every applicant has an annual gross income cap of $100,000 that is eligible for forgiveness in the PPP program. This is the figure listed on Line 7 of the Schedule C**

2. Take $100,000 and divide it by 12 (the number of months in a year).
    - This **A**verage **M**onthly **P**ayroll is *$8,333.00* (do not include decimals).
3. Then multiply the **AMP** by 2.5 (2 ½ months of payroll).
    - This equals *$20,832.00* (do not include decimals and always round down).

Once you have all the correct information filled out, at the bottom of the screen you will see the **SAVE** button.

Working Through Loans

This section will provide more in-depth detail on what you need to be looking for when working on loans:

Identification: Does the name match the Phoenix Data

We can accept any US Government issued ID whether it be temporary or permanent. Expired or not.

All IDs must have:

1) Legible name
2) Picture

We can accept:

-City Identification cards
-Correction identification cards
-Cards that say “Not for federal identification purposes”
-Driver’s Licenses that are expired
-Green cards

Check out [HYPERLINK \l "_8hz8hsllh6ow" \h] for questions about fraudulent IDs

Schedule C: Does the Schedule C data match the Phoenix Data?

We are confirming that the name on the Schedule C provided matches the name or DBA name matches the Phoenix data and identification. Nicknames permitted. (Robert/Rob).

Verify the line 7 amount on the document in Phoenix data. As of May 10th 2021, we are no longer doing any calculations when manually correcting the Schedule C Line 7 amount. We only have to correct the Line 7 amount to match the applicant's Schedule C and the system will now automatically calculate Average Monthly Payroll and Loan Amount.

If you come across two schedule C's from **two different** businesses, **add the Line 7's together**, process as normal.

- ○ **Every applicant has an annual gross income cap of $100,000 that is eligible for forgiveness in the PPP program. This is the figure listed on Line 7 of the Schedule C**

Bank Statement: Is there a date within the range of December 1st 2019 to March 31st 2020 on the bank statement? Is the applicant's name or DBA name on the statement? Is the bank name (and Logo for larger banks) on the statement?

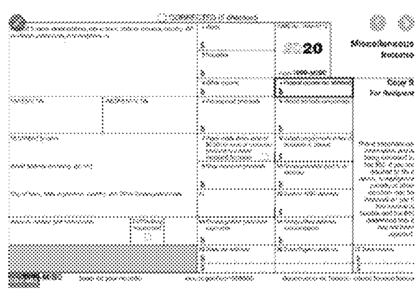
Bank Statements must have:

1) Matching name or DBA name
2) **A date within the range December 1st 2019 - March 31st 2020**
3) Bank name/logo

Statements with any November dates cannot be accepted, even if the statement goes into December.
Statements can go into March, but they must have a February date and cannot have an April date.

In place of Bank Statement, we can accept:

- 1099-MISC or 1099-G - Feb 2020. Example:



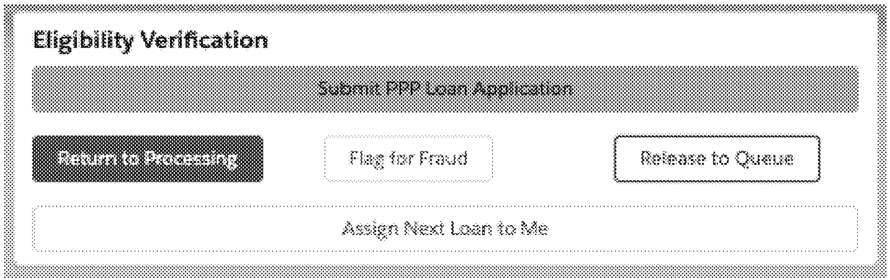
- Self Employed Book of Record (CPA Certified) - **December 1st 2019 - March 31st 2020**
- State Unemployment Insurance Tax Records - **December 1st 2019 - March 31st 2020**

What kind of statements do we not accept?

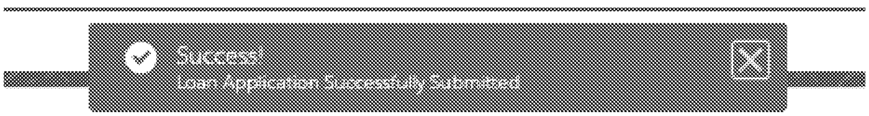
- Prepaid cards statements, balances screenshots, or transaction statements.
- Cash App, Venmo, or Paypal Statements.
- Transaction statements, invoices, or screenshots of bank transactions.

See [HYPERLINK \l "_4cwok2c9fyhc" \h] for more information regarding identifying Fraudulent Bank Statement

If all of the above checks have been completed in alignment with all automated fraud checks and all information/documents have been reviewed and verified, it is time to click the **Submit PPP Loan Application** button.



If there are no SalesForce systematic issues we will see **Success!**



No Further action is required at this time, and another loan can be pulled from the queue using the **"Assign Next Loan to Me**" button to continue.

Wrapping up for the day

When you leave for the day, send your loan back to the general queue by clicking "Release to Queue" or finish the loans in your personal queue. Do NOT leave loans in your queue. Log out of SalesForce once these steps are completed.

Appendices

Appendix A: ID Check

This is a link to the website that displays each state's Identification/Drivers Licenses.

1. [HYPERLINK "https://www.insider.com/what-drivers-license-looks-like-in-every-state" \l "arizonas-drivers-license-shows-a-desert-landscape-in-the-background-the-state-has-four-different-deserts-3" \h]

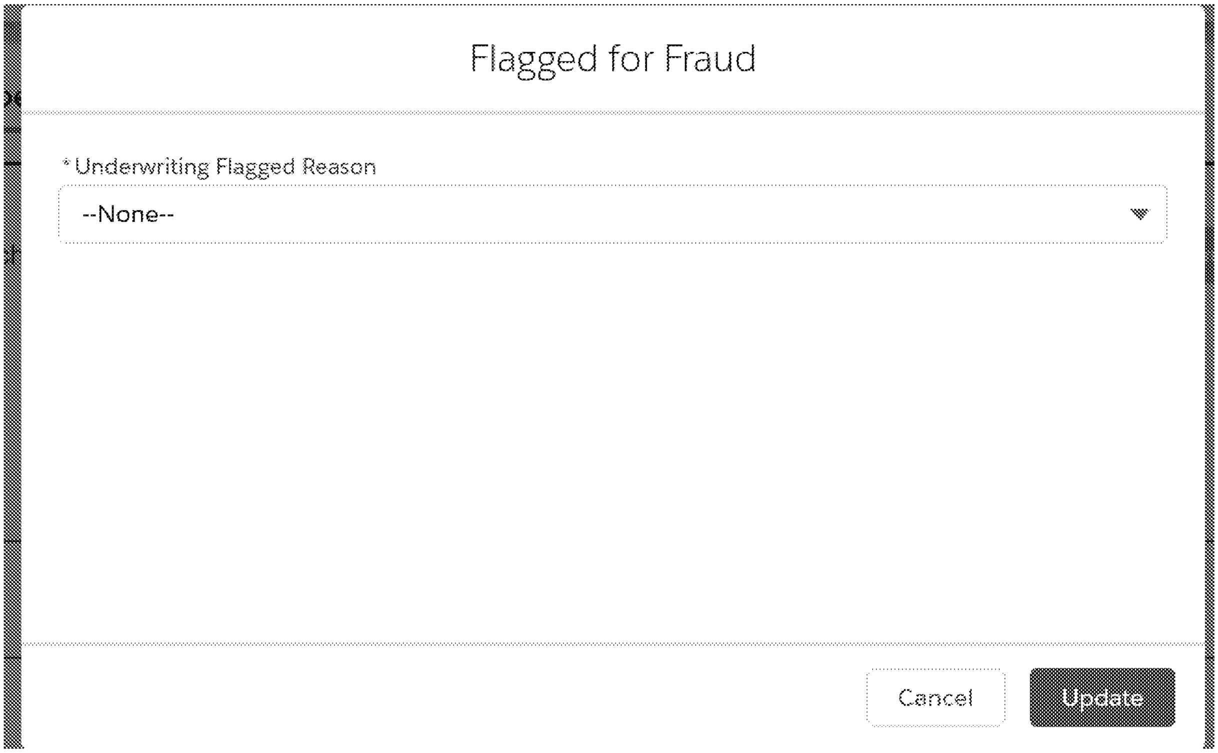
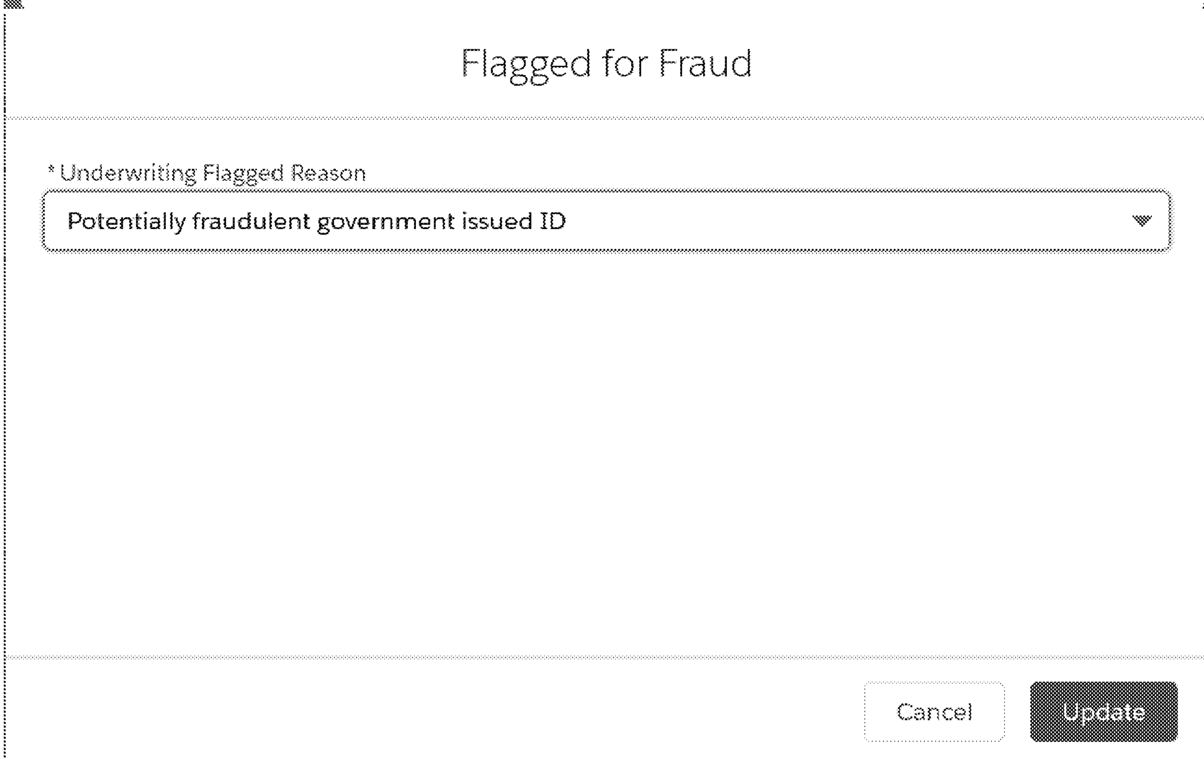
2. [HYPERLINK "https://dmvnv.com/50_state_dmv_list.html" \h]

Look for computer generated images, white-out names, and other obvious fraud.

When checking ID look for obvious clues:

- Type and size of font
- Lining of Text
- Size and Quality of Picture
    - B&W portrait is a byproduct of our cards being printed on polycarbonate (PC)
- Signature on the ID

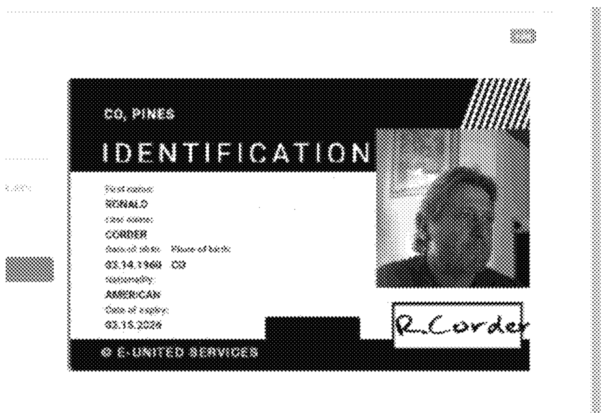
If the Government issued ID looks like Fraud please “Flag for Fraud”. We do not click the return to processing tab when flagging for fraud. It is an action on its own to flag for fraud.

- 
Flagged for Fraud
* Underwriting Flagged Reason
--None--
Cancel
Update
- 
Flagged for Fraud
* Underwriting Flagged Reason
Potentially fraudulent government issued ID
Cancel
Update

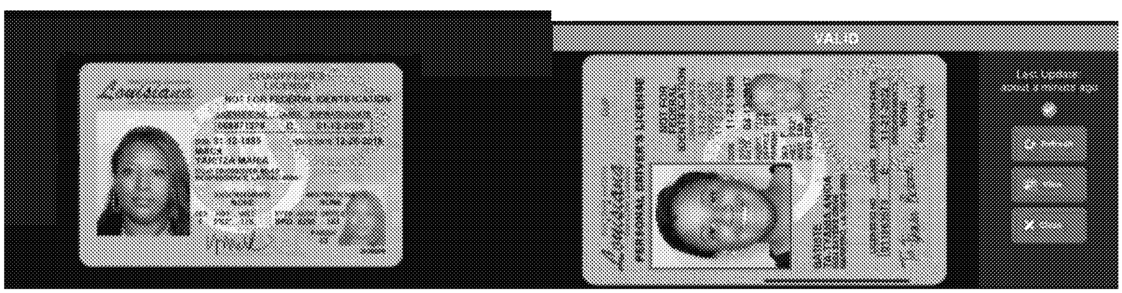
Appendix B: Fraudulent Identification

Our primary goal as EVers is to be accurate and produce a quality product. We should keep an eye out for obvious signs of fraud, and mark them as fraudulent where appropriate.

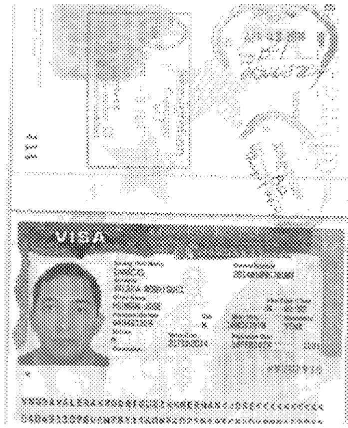
The following shows examples of Fraudulent Identification. These examples should help highlight what should be considered fraudulent.



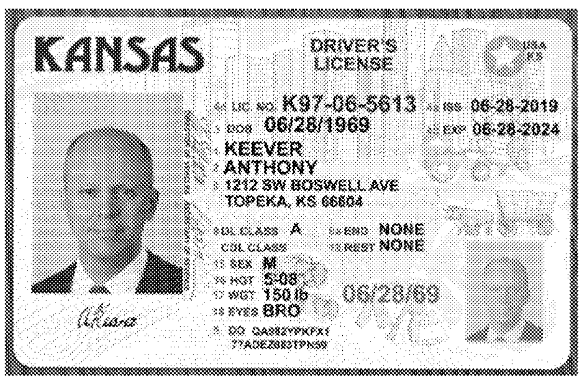
This is a fake ID



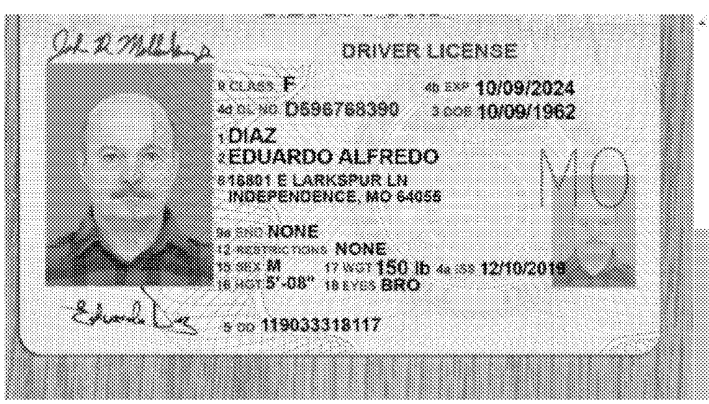
While these may look fraudulent, these are actually real. They are digital IDs that are accepted in Louisiana. But in general computer ID's like this are fraudulent, **except for Lousianna**.



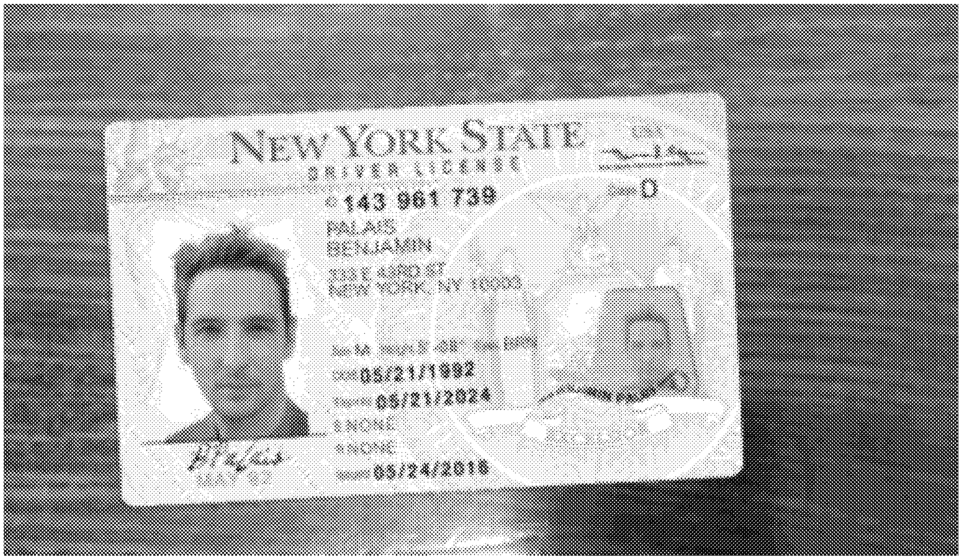
WORK VISAS: This is an example of what work visas look like. As this case is a government-issued ID with a picture AND is Plaid Verified, we would accept that work Visa.



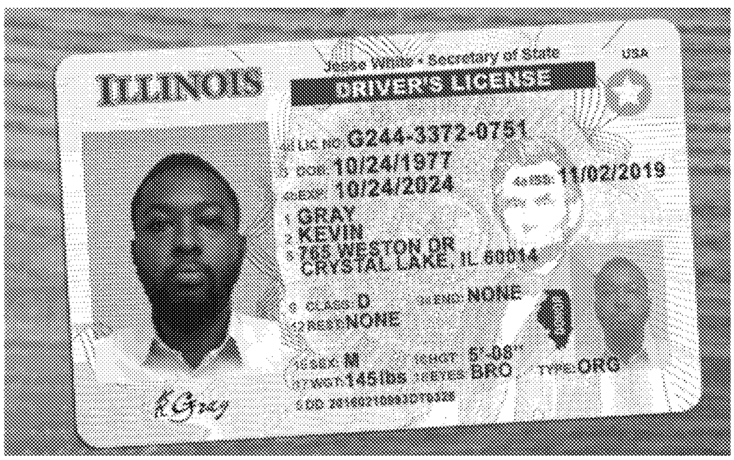
This is an example of a digitally altered license. Note how it pops off the page unlike what may be seen in a real ID. It almost looks too perfect



A digitally altered license



A digitally altered license



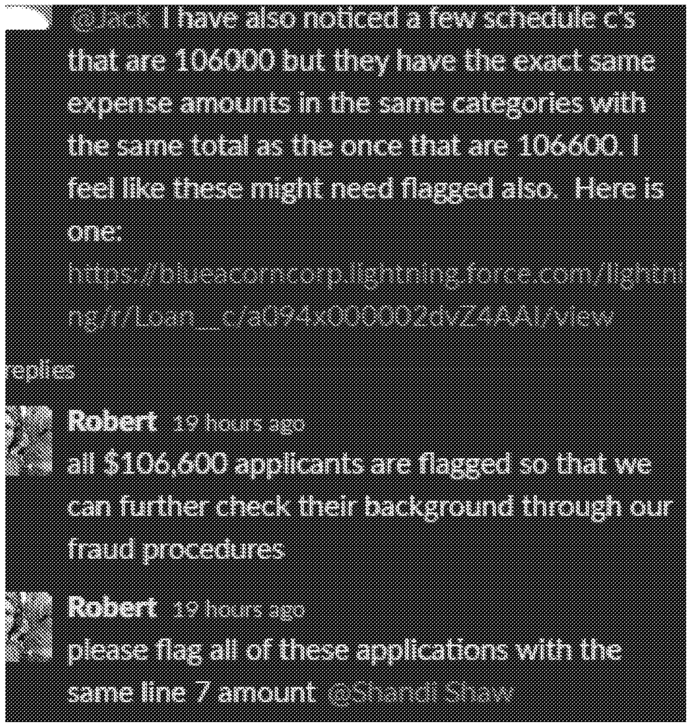
A digitally altered license

Keep an eye out for fraudulent passports like this.

Appendix C: Fraudulent Schedule Cs

Things to look out for with Schedule Cs:

1. Is the font consistent throughout the document?
    a. Discuss with your EV Manager if you are not sure or have doubts
2. Is the Line 7 amount $106,600? **Flag for fraud**



@Jack I have also noticed a few schedule c's that are 106000 but they have the exact same expense amounts in the same categories with the same total as the once that are 106600. I feel like these might need flagged also. Here is one: https://blueacorncorp.lightning.force.com/lightning/r/Loan__c/a094x000002dvZ4AAI/view

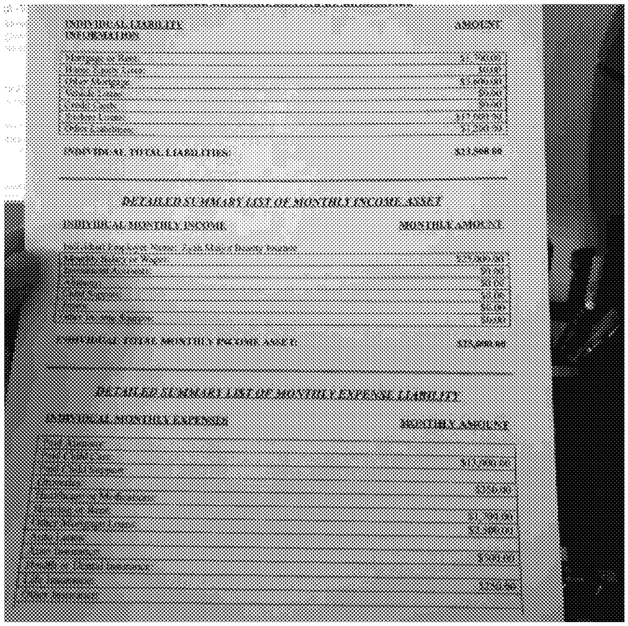
replies

Robert 19 hours ago
all $106,600 applicants are flagged so that we can further check their background through our fraud procedures

Robert 19 hours ago
please flag all of these applications with the same line 7 amount @Shandi Shaw

Appendix D: Fraudulent Bank Statements or not a bank statement

Many different types of bank statements exist. Below are some examples of ones we do not accept as bank statements.



INDIVIDUAL LIABILITY INFORMATION	AMOUNT
Mortgage or Rent:	$1,700.00
Home Equity Loan:	$0.00
Other Mortgage:	$3,600.00
Vehicle Loans:	$0.00
Credit Cards:	$0.00
Student Loans:	$17,000.00
Other Liabilities:	$1,200.00
INDIVIDUAL TOTAL LIABILITIES:	$23,500.00

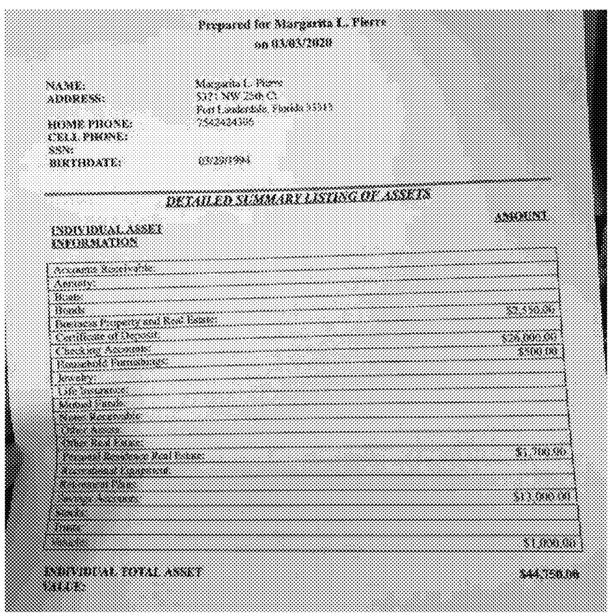
DETAILED SUMMARY LIST OF MONTHLY INCOME ASSET

INDIVIDUAL MONTHLY INCOME	MONTHLY AMOUNT
Monthly Salary or Wages:	$25,000.00
Investment Accounts:	$0.00
Alimony:	$0.00
Child Support:	$0.00
Rents:	$0.00
Other Income Sources:	$0.00
INDIVIDUAL TOTAL MONTHLY INCOME ASSET:	$25,000.00

DETAILED SUMMARY LIST OF MONTHLY EXPENSE LIABILITY

INDIVIDUAL MONTHLY EXPENSES — MONTHLY AMOUNT

Not a bank statement



Prepared for Margarita L. Pierre
on 03/03/2020

NAME: Margarita L. Pierre
ADDRESS:
HOME PHONE:
CELL PHONE:
SSN:
BIRTHDATE:

DETAILED SUMMARY LISTING OF ASSETS

INDIVIDUAL ASSET INFORMATION	AMOUNT
Accounts Receivable:	
Annuity:	
Boats:	
Bonds:	$2,550.00
Business Property and Real Estate:	
Certificate of Deposit:	$26,000.00
Checking Accounts:	$500.00
Household Furnishings:	
Jewelry:	
Life Insurance:	
Mutual Funds:	
Notes Receivable:	
Other Assets:	
Other Real Estate:	
Personal Residence Real Estate:	$1,700.00
Recreational Equipment:	
Retirement Plans:	
Savings Accounts:	$13,000.00
Stocks:	
Trusts:	
Vehicles:	$1,000.00
INDIVIDUAL TOTAL ASSET VALUE:	$44,750.00

Not a bank statement

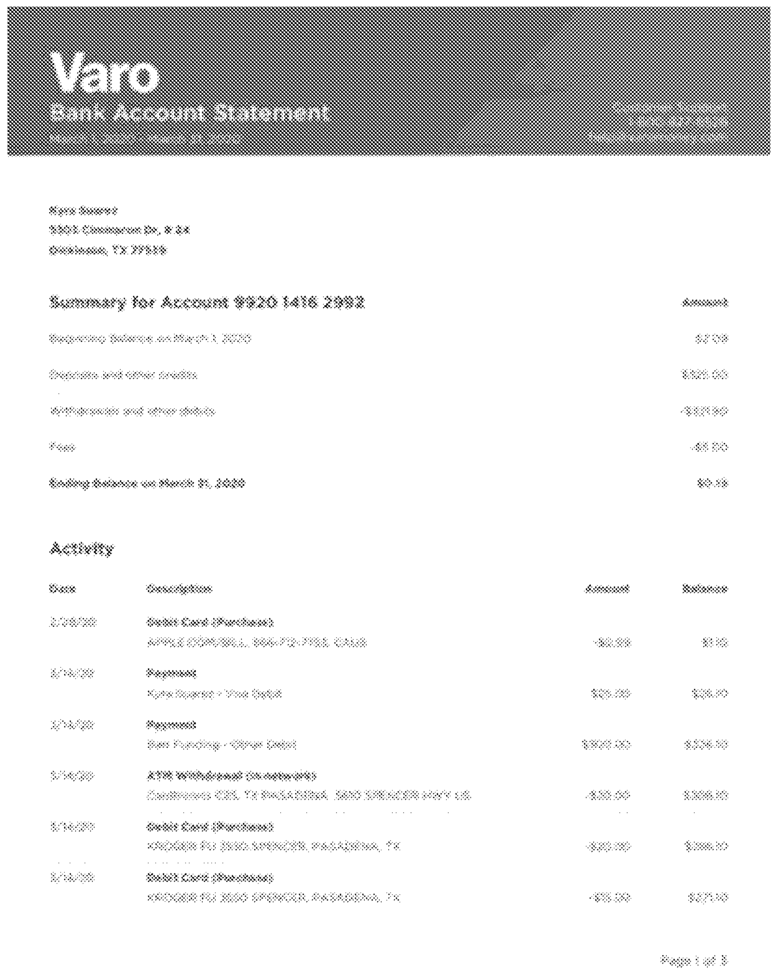
Both of these Varo bank statements below are acceptable and **NOT** fraudulent. The one on the left is a screenshot from the app, while the one on the right is the PDF download.

This is a great example of two **authentic** documents having a reason for being different. Do not expect all licenses or statements to look exactly the same just because you are familiar with one format!

Metro by T-Mob... LTE 10:45 AM 68%

February

Varo



Varo

Bank Account Statement

Summary for Account 9920 1416 2992

Activity

Below are some **NON-fraudulent bank statements.** Make sure you are looking at the logos, fonts, and date layouts. If you are ever stuck on one, just glance back here and double check.

REGIONS

ACCOUNT # 0274123017

LIFEGREEN CHECKING

SUMMARY

DEPOSITS & CREDITS

WITHDRAWALS

Thank You For Banking With Regions!

CHASE

CUSTOMER SERVICE INFORMATION

We updated the way we post certain transactions to your account

Our courtesy practice related to refunds

CHECKING SUMMARY

Rafael Lopes Fraga

N26

Bank Statement Nr. 04/2018

Balance

1. April 2018 until 12. April 2018

PNC Smart Checking Statement

PNC BANK

IMPORTANT INFORMATION ABOUT LINKED ACCOUNTS

PNC Smart Checking Account Summary

N26 is a legitimate bank and can be accepted

Appendix E: IP Address Fraud

The only IP address we need to flag for fraud is “Non-US” IP

[HYPERLINK "https://blueacorngroup.slack.com/archives/C01QVBY6SKZ/p1617155002248400" \h]

Phoenix View IP and Fraud Errors	
IP Address used for 5 or more applications	Ignore
IP Detected as proxy. Proceed with caution	Ignore
No IP Addresses Stored	Ignore
Abused IP	Ignore
Fraud Score Suspicious (>= 75)	Ignore
IP Blacklisted (100 score)	Ignore
Fraud score high (>=85)	Ignore
Non-US IP	Flag for fraud -> IP Address Issue

If the deal says "Proceed with caution" then conduct a thorough review and submit the deal if it is successfully verified

Appendix F: Enhanced Due Diligence (Beginning June 11th, 2021)

Enhanced Due Diligence is a process that will be mandated for a portion of our applicants in various “Backoffice” funding stages. They all have been approved initially by the SBA but are being requested to submit additional documentation.

We have their original documentation on file (ID, Schedule C, Bank Statements) but will be asking them to submit a fourth document. The EV’s trained to do Enhanced Due Diligence (EDD) will follow all the normal EV policy for the original documentation. Think of it like double checking our work. Our goal in EDD is to be as thorough and accurate as possible when assessing these applications.

The fourth document we are requesting is a full 1040 tax return from either 2019 or 2020.

Similar to the other document requirements, the 1040 must be in the Applicant’s or DBA name.

The 1040 will have to include a Schedule C as well. This will be reconciled against the initial schedule c data the applicant provided, whether drafted or filed documents were submitted.

If the 1040 does not include a Schedule C then the applicant is not approved. If the Schedule C on their full tax return shows a significant discrepancy between the initial application (over $10,000 less income on their filed taxes when compared to the reported income for the loan amount calculations), the application does not pass Enhanced Due Diligence and will not be approved. We do not edit the income at this stage because the applicant has already been approved by the SBA with the previous data. If they make over $100k, the $10,000 rule does not apply as the applicant already qualifies for the full loan amount.

Exhibit 17
J. Martinez Deposition Transcript Excerpts

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

- - -

ALICIA MARSHALL, et al., :
Plaintiffs, :
-vs.- :
PRESTAMOS CDFI, LLC, : Civil Action No:
Defendant. : 5:21-cv-04337-JMG

- - -

Wednesday, April 9, 2025

- - -

Remote videoconference Zoom oral deposition of JOSE MARTINEZ, taken pursuant to notice, was held at the location of the witness, Herrera Arellano, LLP, 1001 North Central Avenue, Suite 404, Phoenix, Arizona, at 12:00 p.m., eastern time, on the above date, before Lisa DePascale, a Court Reporter and Notary Public of the Commonwealth of Pennsylvania.

Job No. MDLG7298102

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the 1502 here, right, just pluck a line.

Hypothetically, the ACH instructions were sent. You guys sent it to the bank, your bank. They initiated an ACH and it bounced back, came back. You guys then tried to get a prepaid debit card to that person and that failed. In such an instance what would happen?

A. Well, that's not accurate. Those instances didn't happen. What did happen is that we would issue -- we would send ACH instructions to deposit funds to a borrower's account. If that was then rejected, we would reconcile those records. We would look to see why we were getting these rejections. By and large, banks were rejecting for any number of reasons, and it wasn't clear. A significant reason was that the bank, whether they put in the code or not, but they had some reason to believe that this individual was not eligible.

It was our understanding that is the banks have more information about their clients than we did. We did not immediately move to prepaid cards, we went to an enhanced diligence process, whereby now based on new information that the banks have provided us, that they were rejecting the deposits, we were

concerned, and concerned with compliance of the program, concerned with eligibility, we then moved forward with an enhanced diligence process.
Q. Okay. Were there ever instances where you overrode the banks determination about eligibility?
MR. ARELLANO: Object to form.
THE WITNESS: I'm not aware of banks determining eligibility.
BY MR. MURPHY:
Q. Okay.
A. That was never done.
Q. Well, okay. Fair enough.
Let me ask you this, your job, was Blueacorn involved in that process of determining eligibility?
A. They were part of the process, yes.
Q. Okay. What was their part in the process?
A. Are we speaking to the --
Q. Determining eligibility process.
A. At what point in the process are you asking about?
Q. Well, our hypothetical is it got bounced back, right. You said it was flagged for some reason. And then you went through, you said you went through a due