YANG SHAO
524 E 14TH AVE NAPERVILLE
IL 60563
shaoyang_suny@163.com
Defendant

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

Yang Shao

Plaintiff,

VS.

Customers Bancorp, Inc.
Publicly traded holding company (NASDAQ: CUBI)
Address: 701 Reading Avenue, West Reading, PA 19611

Customers Bank
Pennsylvania-chartered bank, wholly owned subsidiary of Customers Bancorp
Address: 701 Reading Avenue, West Reading, PA 19611

Jay Sidhu
Chairman of Customers Bancorp and Executive Chairman of Customers Bank
Address: 701 Reading Avenue, West Reading, PA 19611

Sam Sidhu
President and CEO of Customers Bank, Vice Chairman of Customers Bancorp
Address: 701 Reading Avenue, West Reading, PA 19611

Karl Danielian
Senior Vice President of Customers Bank, SBA National Sales Manager
Address: 40 General Warren Blvd, Malvern, PA 19355

Rosemary Dente
Vice President, SBA Servicing and Liquidation, Customers Bank
Address: Remote office, listed business address: 521 Park Avenue, Freehold, NJ 07728

Tamara R. Thompson
Illinois Notary Public, Owner of Tamara R. Thompson Consulting, LLC
Address: 718 W Vermont St, Villa Park, IL 60181

et al.,

Defendants

Case Number: 25-cv-02640

PLAINTIFF'S AMENDED COMPLAINT IN OPPOSITION TO DEFENDANT'S MOTION TO DISMISS (BASED ON NEWLY DISCOVERED EVIDENCE OF FORGED DOCUMENTS AND FABRICATED RECORDATION STAMPS IN INTERSTATE FRAUD SCHEME)

Jury Trial Demanded

PLAINTIFF'S AMENDED COMPLAINT IN OPPOSITION TO DEFENDANT'S MOTION TO DISMISS (BASED ON NEWLY DISCOVERED EVIDENCE OF FORGED DOCUMENTS AND FABRICATED RECORDATION STAMPS IN INTERSTATE FRAUD SCHEME)

AMENDED COMPLAINT FOR:

- Federal Fraud Against the U.S. Small Business Administration *(18 U.S.C. § 1001)*;
- Wire Fraud and Bank Fraud Conspiracy *(18 U.S.C. §§ 1343, 1344)*;
- Multi-State Forgery of Loan Documents *(California, Illinois, Arizona)*;
- Fraudulent Use of Forged Notarial Records to Facilitate SBA Scheme;
- Illegal Foreclosure Executed Through Predicate Acts Under the RICO Statute *(Including PPP Loan Fraud)*;
- Violations of the Racketeer Influenced and Corrupt Organizations Act (RICO) *(18 U.S.C. § 1962(c)) — Pattern of SBA-Related Fraud in 2021 & 2023*;

- Conversion of Plaintiff's Real Property (Two Parcels);
- Unjust Enrichment Through Misappropriation of Federal Funds;

DEMAND FOR JURY TRIAL

I. Background

1. On October 24, 2023, to conceal a $3.05 million loan erroneously disbursed due to the Defendant's error stemming from a fraudulent real estate purchase contract, the Defendant exploited the Plaintiff—a new immigrant with limited English proficiency suffering from hereditary depression. During a closing conducted without the Plaintiff's knowledge or presence, the Defendant colluded with a notary public with whom they maintained a long-standing illicit benefits relationship (who had previously conspired with the Defendant in 2021 to fraudulently obtain two SBA PPP loans). Together, they fabricated real estate valuations to deceive the Small Business Administration (SBA), forged the Plaintiff's signature, and illicitly affixed the seal of the Maricopa County Recorder's Office in Arizona to produce two fraudulent Deeds of Trust.

2. Furthermore, they forged the following documents across California, Illinois, and Arizona:

- False commitment letters
- Loan Agreements
- Promissory Notes

- Deeds of Trust
- Mortgages
- Assignments of Leases and Rents
- Unconditional Guarantees
- Risk Disclosure Statements
- Customer Identification Forms
- Identity Affidavits
- Signing Affidavits
- Notarial journals

These actions ultimately resulted in the illegal auction of the Plaintiff's two properties. *(Exhibits 1 through 24)*

3. Plaintiff Yang Shao, who has at all times been the sole individual to fully purchase, with her own funds, the properties at issue in this case—AZ Property No. 1 (4839 E Charleston, Scottsdale, AZ) and AZ Property No. 2 (5328 E Anderson Dr,Scottsdale, AZ). On December 31, 2018, Plaintiff paid the full purchase price of $698,475.12 in cash to the previous owner, USS Team Investments III LLC, Plaintiff thereby obtaining the complete and exclusive ownership rights to AZ Property No. 1 and AZ Property No. 2. As the genuine, rightful, sole, and 100% owner of AZ Property No. 1 and AZ Property No. 2, and with no other person or entity having ever contributed a single cent toward the purchase of these properties, no person

or entity other than Plaintiff has any legitimate claim to being the rightful owner of AZ Property No. 1 and AZ Property No. 2, nor can anyone challenge Plaintiff 's exclusive and lawful ownership of these properties. Defendant, colluding with a notary public (who had previously conspired with the defendant in 2021 to fraudulently obtain two SBA PPP loans) through fraudulent means, sought to recover a $3.05 million loan it had erroneously disbursed to Plaintiff's previous owner, USS Team Investments III LLC. These fraudulent actions included fabricating a fraudulent loan agreement, a fraudulent Deed of Trust, Mortgage, Assignment of Leases and Rents, Notes, Risk Disclosure Statement, the customer identification form, Identity Affidavit, Signing Affidavit, and notary journal, by forging Plaintiff's signature, fabricating real estate valuations, and deceiving the Small Business Administration (SBA). Despite there being no legitimate purchase agreement involving Plaintiff or her company for the Arizona real estate at $3.495 million, Defendant falsely claimed Plaintiff had borrowed $3.05 million under her company's name to purchase the Arizona real estate. On October 24, 2023, Defendant unlawfully forced the auction Of AZ Property No. 1 and AZ Property No. 2, which Plaintiff had fully purchased on December 31, 2018, with $698,475.12 in cash. These actions resulted in the illegal seizure of Plaintiff's two Arizona properties, leading to Defendant's unjust enrichment amounting to $3.4921 million, significant financial harm to

Plaintiff, and severe damage to her mental health, exacerbating her hereditary panic disorder. Under Pennsylvania criminal law, Plaintiff under oath, declares that she has never participated in the fraudulent real estate purchase agreement at the heart of this case, nor in the resulting fraudulent loan agreement, Deed of Trust, or guarantee agreement.

II. Legal Basis for Complaint

4. Violation of the Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1962(c)

The Defendants formed an unlawful "enterprise" comprising lenders, notaries, and title companies, and engaged in a pattern of racketeering activity through this structure:

• Predicate Act I: 2021 SBA PPP Loan Fraud (under 18 U.S.C. § 1344);

• Predicate Act II: 2023 Interstate Forgery of Loan and Notarization Documents (under 18 U.S.C. §§ 1341, 1343).

This "enterprise" repeatedly committed fraud using interstate means and financial institutions, constituting a "pattern of racketeering activity" as defined by RICO. The Defendants and their conspiring notaries participated in two SBA PPP loan frauds in 2021 and again forged loan documents and notarized materials in 2023 through the same network to effectuate unlawful foreclosures. This establishes a continuous pattern of

fraudulent activity, satisfying RICO's "pattern of racketeering activity" requirement under 18 U.S.C. § 1962(c).

5. Violations of 18 U.S.C. § 1341 (Mail Fraud) and § 1343 (Wire Fraud)

Defendants created and submitted fraudulent mortgage documents in Illinois and Arizona (see Exhibits 9, 11) as part of a scheme to unlawfully foreclose on Plaintiff's real property.

• Violation of § 1341 (Mail Fraud): Defendants fabricated false loan agreements, notes, security instruments, mortgages, and related risk disclosure documents in California, Illinois, and Arizona. They used the U.S. Postal Service to mail forged title documents and auction notices, resulting in the illegal auction of Plaintiff's Arizona property (October 24, 2023) and attempting to auction Plaintiff's third property in Illinois.

• Violation of § 1343 (Wire Fraud): Defendants fabricated false loan agreements, notes, security instruments, mortgages, and related risk disclosure documents in California, Illinois, and Arizona. They transmitted fraudulent loan materials via email or electronic platforms to effectuate the illegal auction of Plaintiff's Arizona property (October 24, 2023) and attempting to auction Plaintiff's third property in Illinois.

6. 18 U.S.C. § 1344 (Bank Fraud)

Defendants executed a scheme to defraud the banking system and the Small Business Administration (SBA) by creating false bank loan documents,

identity verification materials, and notarization records. This was done to fraudulently obtain secured interests in and rights to execute upon Plaintiff's property, satisfying the elements of bank fraud under 18 U.S.C. § 1344.

7. 18 U.S.C. § 1001 (False Statements to a Federal Agency)

Defendants knowingly made false statements and submitted forged documents to the U.S. Small Business Administration (SBA), defrauding a federal agency:

• Submitted forged loan agreements (see Exhibits 1–7) and fraudulently notarized affidavits (see Exhibits 8–12) to obtain SBA-guaranteed loans;

• Knowingly concealed the 2021 SBA PPP Loan Fraud as Predicate Act I (see Exhibit 15).

8. Violation of the Fifth Amendment to the U.S. Constitution (Unlawful Taking)

Defendants deprived Plaintiff of ownership rights to two properties without due process or just compensation, in direct violation of the Fifth Amendment guarantee:

"...nor shall private property be taken for public use, without just compensation."

• Factual Nexus: Plaintiff received $0 from the auction proceeds, and the property proceeds were used to repay loans fraudulently obtained through

SBA fraud.

Defendants deprived Plaintiff of property without due process of law and failed to provide any compensation, severely violating Plaintiff's fundamental rights under the U.S. Constitution.

9. Violation of the Fourteenth Amendment to the U.S. Constitution (State-Action Deprivation)

Defendants conspired with licensed Title Companies to:

• Bypass lawful judicial foreclosure proceedings;

• Deprive Plaintiff of notice and hearing opportunities.

"[N]or shall any State deprive any person of...property, without due process of law..."

These actions constitute a deprivation of constitutional property rights under color of state law. During the foreclosure processes in Illinois and Arizona, Defendants acted with the cooperation of local Title Companies, severely violating Plaintiff's rights to due process and equal protection.

10. Related Constitutional Protections

While the Third Amendment to the U.S. Constitution primarily prohibits the quartering of soldiers in private homes during peacetime, its underlying spirit protecting property rights also indirectly supports Plaintiff's right to maintain exclusive ownership of lawfully acquired real property. The

illegal seizure of property constitutes a violation of this constitutional principle.

11. Violation of Article I, Section 1 of the Pennsylvania Constitution (Property Rights)

"All men...have certain inherent and indefeasible rights, among which are those of...acquiring, possessing and protecting property..."

The forcible taking of assets without legal process constitutes a severe infringement. As the state of incorporation for the involved entities, the Pennsylvania Constitution explicitly requires that any deprivation of private property must occur through due process and with just compensation. Defendants, operating through corporate entities, engaged in unlawful property conversion tactics, violating fundamental state constitutional law.

12. Unlawful Conversion of Real Property (Common Law Tort)

Defendants unlawfully auctioned and seized Plaintiff's real property located in three states: California, Arizona, and Illinois.

III. Relief Sought

13.Constitutional Remedies

a) Award damages for violations of the Fifth Amendment to the U.S.

Constitution ($[amount] per property);

b) Order restitution for Fourteenth Amendment violations pursuant to 42 U.S.C. § 1983.

14. RICO Treble Damages (18 U.S.C. § 1964(c))

Award treble damages against Defendants under 18 U.S.C. § 1964(c) (RICO civil remedies provision) for engaging in a pattern of racketeering activity involving SBA fraud and document forgery from 2021 to 2023.

15. Constitutional Tort Damages

Award constitutional tort damages against Defendants for the unlawful deprivation of Plaintiff's property without due process under the Fifth and Fourteenth Amendments.

16. Rescission of Fraudulent Loans

Order the SBA to rescind all fraudulent loans.

17. Punitive Sanctions

a) Statutory penalties:

- Mail/wire fraud (18 U.S.C. §§ 1341, 1343)
- SBA fraud (18 U.S.C. § 1001): $[amount]

b) Revocation of the involved notary public's commission.

18. Equitable Relief

a) Impose a constructive trust over auction proceeds;

b) Order Defendants to submit a full audited accounting of all fraudulently obtained SBA funds.

IV. PARTIES

19. Defendants ("Defendant" or "Customers Bancorp, Inc., and Customers Bank"), Pennsylvania corporations, are foreign entities that have not been duly organized or authorized to conduct business within the State of Arizona. as required under Arizona Revised Statutes (A.R.S.) § 10-1501, which mandates foreign corporations to obtain authority to transact business in the Arizona state.

20.Jay S. Sidhu, an individual and senior executive of Customers Bancorp;

21.Sam Sidhu, an individual and executive of Customers Bancorp;

22. Karl Danielian, an individual and Senior Vice President of Customers Bank;

23.Rosemary Dente, an individual and employee of Customers Bank;

24. Tamara R. Thompson, an individual notary public,

25. Plaintiff Yang Shao ("Plaintiff" or "Yang Shao") is a single immigrant and a foreign national who resides alternately between China and Illinois. Since purchasing AZ Properties: AZ Property No.1 and AZ Property No.2 from the seller, USS Team Investments III LLC, on December 31, 2018,

Plaintiff Yang Shao has been the sole owner of AZ Property No.1 and AZ Property No.2.

26. AZ Properties: AZ Property No.1, AZ Property No.2 and AZ Property No.3.

1). AZ Property No. 1: The first house purchased by Plaintiff, located at 5328 East Anderson Drive, Scottsdale, Arizona 85254, Lot Size is 10335 sq ft, and was built in 1997 (Tax Parcel No.215-11-399, lot 15).

2). AZ Property No. 2: The Second house purchased by Plaintiff, located at 4839 East Charleston Avenue, Scottsdale, Arizona 85254 , Lot size is 8454 sq ft, and was built in 1998 (Tax Parcel No.215-11-977, Lot 56).

3). AZ Property No. 3: The third house located at 17814 North 56th Street, Scottsdale, Arizona 85254, Lot size is 9994 sq ft, and was built in 1991. (Tax Parcel No. 215 - 11- 067, Lot 57).

27. USS Team Investments III LLC (" USS Team" or "Seller ") i s an Arizona limited liability company conducting business in Maricopa county. At all relevant times, was the seller of the AZ Properties AZ Property No.1 and AZ Property No.2. On December 31, 2018, USS Team Investments III LLC sold AZ Properties: AZ Property No.1 and AZ Property No.2 to Plaintiff.

28. Endeavor 1 LLC and Endeavor AL LLC were Plaintiff's Arizona limited liability companies. Kyle Scott fraudulently copied, cut, and pasted Plaintiff Yang Shao’s signatures from her prior land sale agreement dated

August 3, 2017, and falsely designated his company, “Axcent,” as the operating manager of these Plaintiff’s entities. Using this fraudulent authority, Kyle Scott colluded with the Defendant to falsify documents, misrepresenting Endeavor 1 LLC as the owner of the AZ Properties. He used Endeavor 1 LLC's name to secure a fraudulent $3.05 million loan from Defendant, with Endeavor AL LLC and other entities or individuals acting as false guarantors for this sham loan. Additionally, Kyle Scott privately opened bank accounts for Endeavor 1 LLC and Endeavor AL LLC, ensuring that only he and his wife were designated as the authorized signers on these accounts. The Plaintiff has never opened any bank accounts in Arizona for Endeavor 1 LLC or Endeavor AL LLC. Plaintiff is not a signer on the bank accounts opened by Kyle Scott for Endeavor 1 LLC and Endeavor AL LLC in Arizona and had no knowledge of, nor any control over, the alleged monthly loan repayment transactions between these bank accounts and Defendant.

29. Kyle Scott is an individual who previously resided in Illinois and currently resides in Arizona. At all relevant times,Kyle Scott was and continues to be the manager of "Axcent" and "Endeavor US ".

30.Maxime Scott is an individual who previously resided in Illinois and currently resides in Arizona.

31. Axcent LLC ("Axcent") is a Florida limited liability company conducting business in Florida. At all relevant times, Axcent was a foreign

corporation not duly registered or authorized to conduct business within the State of Arizona , as required under Arizona Revised Statutes (A.R.S.) § 10-1501, which mandates foreign corporations to obtain authority to transact business in the Arizona state. At all relevant times, Kyle Scott was and continues to be the manager of "Axcent".

32. Endeavor US LLC ("Endeavor US ") is an Arizona limited liability company conducting business in Arizona. At all relevant times, Kyle Scott was and continues to be the manager of Endeavor US LLC.

33. Adagio House II LLC, Adagio House III LLC, and Adagio House I & II PLC ("Adagio II," "Adagio III," and "Adagio I & II," collectively "Adagios") are Arizona limited liability companies conducting business in Arizona. At all relevant times, the Adagios entered into a fraudulent purchase agreement with Kyle Scott's Endeavor US LLC to purchase the AZ Properties (AZ Property No.1, AZ Property No. 2 and and AZ Property No.3) — three houses — for $3.495 million. Concurrently, they were the recipients of the Defendant's Loan disbursements.

34. Richard Murray is an individual residing in Arizona.At all relevant times, was and continus to be Kyle Scott's partner.

35. Tod Decker is an individual at all relevant times, was and continus to be Kyle Scott's partner.

36. Alliant National Title Insurance Company ("Alliant Title" or " Title company"), a Colorado limited liability company conducting

business in Colorado. At all relevant times. Alliant Title was the title company responsible for handing the closing of the AZ Properties.

37. Driggs Title Agency Company ("Driggs Agency" or "TitleAgency"), a limited liability company conducting business in Arizona. at all relevant times, Driggs Agency was the titleagency company handing the closing of the AZ Properties.

V . VENUE

38. Venue is proper in this District under 28 U.S.C. §1391(b)(2) because a substantial part of the events or omissions giving rise to this action occurred in this District. Among other things:

a.Defendants Customers Bank and Customers Bancorp maintain their principal places of business in Pennsylvania, which is within this District;

b. The loan at issue was issued and approved in Pennsylvania;

c. The planning, approval, and oversight of the transaction occurred at Defendants' headquarters in Pennsylvania.

VI . DISCOVERY TIER

39. Pursuant to Rule 26.2(c)(3) of the Pennsylvania Rules of Civil Procedure, this case qualifies for assignment to Tier 3 by the court.

VII . ALLEGATIONS COMMON TO ALL COUNTS

40. Plaintiff Yang Shao is a Victim of Defendant's Financial. On October 24, 2023, to conceal a $3.05 million loan erroneously disbursed due to the Defendant's error stemming from a fraudulent real estate purchase contract, the Defendant exploited the Plaintiff—a new immigrant with limited English proficiency suffering from hereditary depression. During a closing conducted without the Plaintiff's knowledge or presence, the Defendant colluded with a notary public with whom they maintained a long-standing illicit benefits relationship (who had previously conspired with the Defendant in 2021 to fraudulently obtain two SBA PPP loans). Defendant fabricated real estate valuations to deceive the Small Business Administration (SBA), forged the Plaintiff's signature, and illicitly affixed the seal of the Maricopa County Recorder's Office in Arizona to produce two fraudulent Deeds of Trust.

41. Furthermore, they forged the following documents across California, Illinois, and Arizona:

- False commitment letters
- Loan Agreements
- Promissory Notes
- Deeds of Trust
- Mortgages
- Assignments of Leases and Rents

- Unconditional Guarantees
- Risk Disclosure Statements
- Customer Identification Forms
- Identity Affidavits
- Signing Affidavits
- Notarial journals

These actions ultimately resulted in the illegal auction of the Plaintiff's two properties.

42. As a direct result of these fraudulent schemes, Defendant unjustly deprived Plaintiff of Arizona real estate (AZ property No. 1 and AZ property No. 2) valued at $2.2921 million and net profits of $1.2 million generated by those properties, resulting in unjust enrichment totaling $3.4921 million. Furthermore, Defendant's actions caused significant financial harm and severe damage to Plaintiff's mental health, exacerbating her hereditary panic disorder.

·Defendant's fraudulent conduct includes, but is not limited to:

·Relying on false $3.495 million Arizona real estate purchase agreements from the beginning : Defendant relied on fraudulent Arizona real estate purchase agreements, such as those involving Adagio Houses as sellers—entities that were not the rightful owners of the Arizona Properties listed in the agreements. The fraudulent agreements were executed between Kyle

Scott's company, Endeavor US LLC, and the fictitious owner, Adagio Houses. These agreements had no connection to Plaintiff Yang Shao or her companies, Endeavor 1 LLC and Endeavor AL LLC.

·To generate profit, the Defendant fabricated loan agreements involving the Plaintiff's companies, Endeavor 1 LLC and Endeavor AL LLC, for a fictitious $3.05million loan.

·It is well-established that real estate purchase agreements is the prerequisite and foundation for loan agreements. However, the Plaintiff's companies, Endeavor 1 LLC and Endeavor AL LLC, have never entered into any $3.495 million Arizona real estate purchase agreements with any individual or entity.

·The Defendant's allegation that Endeavor 1 LLC and Endeavor AL LLC borrowed $3.05 million from the Defendant to purchase $3.495 million worth of Arizona real estate is entirely baseless, lacking any factual foundation or credible source. The actual purchaser of the Arizona real estate was Endeavor US LLC . All forged signatures purporting to be the Plaintiff's have been confirmed by expert analyses.

·To generate profit, the Defendant inflated the 2018 appraised value of the Arizona Properties to $3.09 million, despite their actual market value being under $1.5837 million. The Defendant falsified these appraisals to secure SBA approval for a $3.05 million loan and related guarantees. Defendant's overvaluation of the Arizona Properties, falsely appraising them at $3.09

million in 2018 while their actual market value was less than $1.5837 million, misrepresented their true worth and deceived the SBA into approving the loan.

·To generate profit, the Defendant forged the Plaintiff's signature: Defendant forged the Plaintiff's signature on the SBA 7(a) Borrower Information Form – Representations, Authorizations, and Certifications.

·Plaintiff's signature appears on the SBA 7(a) Borrower Information Form dated August 29, 2018 is the same signature appears on a sales contract for a piece of land sold by the Plaintiff in Naperville, Illinois, dated July 3, 2017. Both signatures are identical. It is impossible for the Plaintiff to have signed the same signature on two entirely different documents, one dated July 3, 2017, and the other over a year later on August 29, 2018, as it is not feasible for a person to produce two identical signatures on separate occasions. The Plaintiff's signature on the SBA 7(a) Borrower Information Form dated August 29, 2018 was clearly copied from the Plaintiff's signature on a sales contract for a piece of land sold by the Plaintiff in Naperville, Illinois, dated July 3, 2017. This forged signature was fabricated by the Defendant through illegal means to deceive the SBA and falsely implicate the Plaintiff as a guarantor for the fictitious $3.05 million loan.

·To generate Profit, Defendant Falsified Notarial Records

The notarial records submitted to the court are falsified. Plaintiff, under

penalty of perjury pursuant to Pennsylvania criminal law, affirms that prior to July 19, 2023, Plaintiff had never met the notary in question nor had any interactions with them. The records lack a specific notarization time, and the stated notarization location, "735 Executive Dr, Aurora, IL," does not exist. A Google Maps search for this address yielded no results, and Plaintiff personally drove along Executive Dr in Aurora, IL, but found no such location (Exhibit "18"). Furthermore, multiple handwriting examinations confirmed that Plaintiff's signature on the notarial records was forged (Exhibits "19"–"21").

·To generate profit, Defendant withheld Critical Information: Defendant intentionally withheld critical documents and information, including but not limited to: failed to disclose key discrepancies in the Closing documents. These discrepancies include contradictions in the identities of the buyer, seller, and loan applicant, among others (Exhibits "25").

43. Defendant failed to perform its duty of due diligence by neglecting to verify the authenticity of the loan documents, the Deed of Trust, and guarantees. Defendant neither confirmed the Plaintiff's identity nor obtained her explicit consent for the transactions in question. Furthermore, the Defendant did not inform the Plaintiff about the loans, guarantees, Deed of Trust, or mortgage-related matters until four years after the closing, on August 11, 2022, for the first time (Exhibits "26").

44. Defendant's actions constitute gross negligence, fraud, and breach of

fiduciary duty. Defendant knowingly engaged in fraudulent activities, including relying on false purchase agreements, such as those involving the Adagio House entities as sellers, who were not the actual owners of the properties listed in the sales contracts (Exhibits "1" and "27"). This fraudulent purchase agreement was entirely unknown to Plaintiff and her companies, Endeavor 1 LLC and Endeavor AL LLC. Furthermore, neither Plaintiff nor her companies were involved in or consented to this purchase agreement. They had no connection whatsoever to the agreement or the fraudulent transactions arising from it.

Defendant has unjustly enriched itself by approximately $3.4921

million through unauthorized deductions and profits from the auction of the Plaintiff's Arizona Properties (Arizona Property No. 1 and Arizona Property No. 2). (Exhibits "23" and "24").

45. Defendant unauthorized monthly deductions from the output of Plaintiff's Arizona Properties (Arizona Property No. 1 and No. 2), totaling $1.2 million between 2018 and 2022. Illegally and forcibly auctioning Plaintiff's Arizona Properties (Arizona Property No. 1 and No. 2) in 2023, from which the Defendant improperly profited $2.2921 million. (attached hereto as Exhibits "23" and "24"), led to irreparable harm to the Plaintiff's mental health, as well as personal and professional reputation, compounded by ongoing legal battles and foreclosure risks. Plaintiff has suffered substantial financial losses and emotional distress directly caused

by Defendant's actions.

46. The Plaintiff seeks compensatory and punitive damages, as well as any other relief the Court deems appropriate. The Defendant's egregious conduct warrants severe penalties to deter similar fraudulent activities in the future.

47. The Plaintiff requests the Court to order the judicial authorities to initiate a comprehensive investigation into the Defendant's past loan operations and auction of Mortgaged properties, in order to protect vulnerable consumers who have had similar harmful experiences as the Plaintiff.

VIII. FACTS AND EVIDENCE

48. In December 2017, Plaintiff Yang Shao ("Plaintiff" or "Yang Shao") intended to reinvest $750,000 in proceeds from a prior land sale in Illinois through a Form Section 1031 Like-Kind Exchange, which was managed by Kyle Scott on July 3, 2017 (Exhibit "13", page 4 – page 22). As a result, Kyle Scott gained access to Plaintiff Yang Shao's identification information(including copy pf Driver's license), financial information, and signature (Exhibit "13", Page 8).

49. Due to the requirements of a Section 1031 Like-Kind Exchange"—which allows reinvestment only in real properties under the same seller's name—Plaintiff, having sold a real property under the Form Section 1031

Like-Kind Exchange”on July 3, 2017, was restricted to reinvesting in similar real properties and was prohibited from purchasing other types of businesses.

50. Given that the Plaintiff was a new immigrant with limited English proficiency, she subsequently continued to hire Kyle Scott to identify suitable real properties for reinvestment.

51. On December 15, 2017, Kyle Scott recommended twelve real estate projects for Plaintiff's initial consideration. From these options, Plaintiff narrowed her selection to the seventh deal including Arizona Properties three houses. On December 29, 2017, Kyle Scott sent a pricing proposal for the AZ Properties, AZ Property No. 1, AZ Property No. 2, and AZ Property No. 3, totaling $1M for real properties and $2.7 M for business (Exhibit "28”).

52. Kyle Scott explained to Plaintiff that, pursuant to the requirements of a Section 1031 Like-Kind Exchange—allowing reinvestment only in real properties of a like kind—Plaintiff, who had sold real property under the Form Section 1031 Like-Kind Exchange”on July 3, 2017, was restricted to reinvesting in similar real properties and was prohibited from purchasing other types of businesses. As a result, Kyle Scott advised Plaintiff to purchase the AZ Properties— AZ Property No. 1, AZ Property No. 2, and AZ Property No. 3— for a total of $1 million for real properties (exclusively allocated to the real property portion (not for any business

interests..., as prohibited under the Form Section 1031 Like-Kind Exchange).

53. At the time of the proposed transaction in 2018, the combined market median value for the three properties was less than $1,583,700 (Exhibit "22", Page 22 – page 27). Since the Maricopa County official website only provides property assessments from the past five years, the closest available reference is the 2020 assessed values. Kyle Scott further assured Plaintiff that his business partner, Tod Decker, would purchase the business operations of the AZ Properties. After Plaintiff acquired the real property portion of the AZ Properties, Tod Decker would lease the real properties from Plaintiff at market value and continue operating the assisted living home. This arrangement would allow Plaintiff to earn stable rental income from leasing the AZ Properties to Tod Decker, ensuring minimal risk and consistent returns from Plaintiff's reinvestment.

1). AZ Property No. 1: The first property purchased by Plaintiff, located at 5328 East Anderson Drive, Scottsdale, Arizona 85254, had a market value of $536,600 (Exhibit "22", Page 22 – page 27).

2). AZ Property No. 2: The second property purchased by Plaintiff, located at 4839 East Charleston Avenue, Scottsdale, Arizona 85254, had a market value of $557,100 (Exhibit "22", Page 22 – page 27).

3). AZ Property No. 3: The third property, located at 17814 North 56th Street, Scottsdale, Arizona 85254, which Plaintiff never purchased, had a

market value of $490,000 (Exhibit "22", Page 22 – page 27).

4).The combined 2020 assessed value of all three properties totals $1,583,700, which corroborates that the 2018 valuation should have been lower than this figure. These values directly contradict the Defendant's inflated $3.09 million appraisal, which was used to justify the SBA loan and guarantee approval. (Exhibit "22", Page 22 – page 27).

54. However, because these three properties were nonconforming structures, purchasing them would necessitate substantial renovations to bring them into compliance with Phoenix City's Zoning Rules, requiring an additional expenditure of at least $500,000. Furthermore, in 2018, the United States was still recovering from an economic downturn, and one of the property owners was facing a renewed bankruptcy crisis, creating an urgent need for cash. As a result, the asking price for the three properties was 30% below the market median value and was quoted at $1 million.

1). Although the properties are zoned as R1-10, they are nonconforming structures under Maricopa County and Phoenix's zoning regulations for the following reasons:

(1). Lot Size Requirements:

·According to Maricopa County's Zoning Ordinance, R1-10 lots must have a minimum size of 10,000 square feet (Exhibit "29").

· However, AZ Property No. 2, built in 1998, has a lot size of 8,454 square feet (Exhibit "30").

· Similarly, AZ Property No. 3, also built in 1998, has a lot size of 9,994 square feet (Exhibit "30").

(2). Side Yard Requirements:

· Under Phoenix's Zoning Ordinance, side yards in R1-10 zoning districts must be at least 7 feet wide (Exhibit "31").

· All three properties, however, have side yards measuring less than 7 feet (Exhibit "32").

· These nonconformities were caused by renovations made by the seller, who constructed buildings exceeding the allowable size, resulting in noncompliant side yards. Consequently, none of the three properties meet the requirements for R1-10 zoning. If Plaintiff were to purchase all three properties, extensive renovations would be required to bring them into compliance with Maricopa County's Zoning Rules, incurring additional costs of at least $500,000.

2) At the time, in 2018, the United States was still recovering from an economic crisis. The owner of AZ Property No. 1 and the owner of AZ Property No. 2, Mrs. Miheala Micu, was facing a renewed bankruptcy crisis and urgently needed cash.

(1). Mrs. Mihaela Micu's Bankruptcy History and Subsequent Financial Transactions: Mrs. Mihaela Micu, the previous owner of AZ Property No. 1 and AZ Property No. 2, had previously filed for Chapter 11 bankruptcy protection on June 7, 2010, which was discharged on December 10, 2012

(Exhibit "33"). Six years later, in 2018, she faced another financial crisis, which compelled her to sell the AZ Properties—AZ Property No. 1 (4839 E Charleston, Scottsdale, AZ) and AZ Property No. 2 (5328 E Anderson Dr, Scottsdale, AZ) to Plaintiff for $668,475, which was two-thirds of the then-market price (Exhibit "34") through a Form Section 1031 Like-Kind Exchange"(Exhibit "35").

(2). Purchase Price and Terms:

i. The two properties, AZ Property No. 1 and AZ Property No. 2, were sold for $668,475. The Title Company overseeing the transaction was Alliant National Title Insurance Company, and the escrow number was No. 18-06-137056JM（Exhibit "36").

A. AZ Property No. 1:

·Address: 5328 East Anderson Drive, Scottsdale, Arizona 85254 (Tax Parcel No. 215-11-399, Lot 15).

· Ownership History:

The property was owned by Mrs. Mihaela Micu, who acquired the title on September 1, 2016 (RN#: 20061169428 (Exhibit "37"). Mrs. Micu filed for Chapter 11 bankruptcy protection in the United States Bankruptcy Court for the District of Arizona on June 7, 2010 (Case Number: 2:09-bk-29894 JMM, She discharged her debts on December 11, 2012, and retained ownership of AZ Property No. 1 (Exhibit "33").

· 2018 Financial Crisis: Facing another financial crisis in 2018, Mrs. Micu

sold AZ Property No. 1 to USS Team Investments III LLC on September 28, 2018 (Exhibit "38").

· Subsequent Transactions: On December 31, 2018, USS Team Investments III LLC sold AZ Property No. 1 to Plaintiff under a Section 1031 Like-Kind Exchange"(Exhibit "34"and"35").

· The Title Company overseeing the transaction was Alliant National Title Insurance Company, and the escrow number was No. 18-06-137056JM (Exhibit "36").

B. AZ Property No. 2:

·Address: 4839 East Charleston Avenue, Scottsdale,

Arizona 85254 (Tax Parcel No. 215-11-977, Lot 56).

·Ownership History:

The property was owned by USS Team Investments LLC. USS Team Investments LLC acquired the title to AZ Property No. 2 on December 30, 2013 (RN#: 20131093940) (Exhibit "39"). USS Team Investments LLC also owned by Mrs. Mihaela Micu (Exhibit "40"). In 2018, facing a renewed financial crisis, Mrs. Micu's company USS Team Investments LLC sold AZ Property No. 2 to USS Team Investments III LLC on September 28, 2018 (Exhibit "41"). On December 31, 2018, USS Team Investments III LLC sold AZ Property No. 2 to Plaintiff Yang Shao under under a Form 1031 Exchange (Exhibit "34" and "35").

· The Title Company overseeing the transaction was Alliant National Title

Insurance Company, and the escrow number was No. 18-06-137056JM (Exhibit "36").

ii. The remaining $331,525 for AZ Property No. 3 (17814 N 56th Street Scottsdale AZ) was financed directly by the seller under a rent-to-buy arrangement, bringing the total purchase price for all three properties to $1 million.

· Alternative Financing for AZ Property No. 3: As a new immigrant without employment, Plaintiff did not qualify for a traditional loan. Therefore, the remaining $331,525 for AZ Property No. 3 was financed directly by the Seller under a rent-to-buy arrangements.

· Operational Agreement: Plaintiff Yang Shao agreed to retain the Seller to continue managing the operations of the three assisted living facilities associated with the properties. The management agreement included an annual management fee of $100,000.

· The arrangement for AZ Property No. 3 further highlights the seller's financial distress and willingness to negotiate flexible payment terms. In conclusion, these arrangements provided flexibility and made the purchase price even more favorable for Plaintiff.

55. Since the Plaintiff only had $750,000 in cash proceeds from a prior land sale and, as a new immigrant without employment, did not qualify for a traditional loan, she ultimately selected and purchased AZ Property No. 1 and AZ Property No. 2 for an all-cash price of $668,475.12 using a Form

Section 1031 Like-Kind Exchange”(Exhibit "34" and "35"). The Title Company overseeing the transaction was Alliant National Title Insurance Company, and the escrow number was 18-06-137056JM (Exhibit "36").

56. On December 31, 2018, Plaintiff purchased AZ Property No. 1 and AZ Property No. 2 for $668,475 from the Seller, USS Team Investments III LLC ("USS Team" or "Seller") using a Section 1031 Like-Kind Exchange”.Additionally, the Plaintiff paid an extra $30,000in transaction-related fees, bringing the total expenditure for the two houses to $698,475.12. The transaction was facilitated by Alliant National Title Insurance Company, under escrow number 18-06-137056JM (Exhibit "34", "35","36").

57. Engagement of Kyle Scott for Assistance with the Arizona Properties Transaction: The Plaintiff, a new immigrant and first-time entrepreneur in the United States with very limited English proficiency, hired Kyle Scott to assist her in completing the Arizona properties transaction. To facilitate the process, Kyle Scott requested detailed information regarding the Plaintiff's finances, financial status, and resources.

58. Payment Request from Kyle Scott: On February 12, 2018, Kyle Scott requested the Plaintiff to pay him $130,000 as compensation for services he claimed to have rendered in 2017 and 2018.

59. Tax Avoidance Suggestion by Kyle Scott:

At that time, Kyle Scott informed the Plaintiff that issuing him a 1099 form

would result in significant tax liabilities. He requested that the Plaintiff transfer the $130,000 to him as a gift, assuring her that this was a lawful method of tax avoidance in the United States. As a new immigrant unfamiliar with U.S. tax laws, the Plaintiff believed Kyle Scott's assertions and agreed to his request.

60. Proposal for Additional Investments by Kyle Scott:

Subsequently, Kyle Scott suggested that the Plaintiff apply for a loan to purchase additional nursing homes. He proposed a plan to acquire 15 to 20 nursing homes, renovate them, and then package and sell them to a larger nursing home company for profit.

61. Plaintiff's Decision and Acquisition of AZ Properties:

After careful consideration, Plaintiff concluded that Kyle Scott's plan to acquire and remodel additional more nursing homes was too risky, moreover, the Plaintiff, due to her lack of English proficiency, did not have a stable job, thus did not qualify for a loan. Instead, she opted to use the proceeds from a prior land sale to purchase the AZ Properties. Plaintiff acquired AZ Property No. 1 and AZ Property No. 2 for $668,475 through a Form 1031 Exchange (Exhibit "34", and "35") under Escrow Number 18-06-137056JM (Exhibit "36").

62. AZ Property No. 1 and AZ Property No. 2:

Plaintiff used the proceeds from a prior land sale to purchase these properties for $668,475.12 via a Form Section 1031 Like-Kind Exchange”

under Yang Shao's name and Escrow Number 18-06-137056JM (Exhibit "13" page 4 to page 22, "34", "35", "36").

63. On August 18, 2018 Defendant fabricated a loan commitment letter as the beginning of their fraudulent scheme.

On August 11, 2022, four years after the closing, Defendant provided the Plaintiff with the loan and guarantee documents for the first time—documents of which the Plaintiff had no prior knowledge (Exhibit "26"). Among these was a commitment letter dated August 18, 2018 (Exhibit "3"), allegedly sent to the Plaintiff via email by Karl Danlelian, the Defendant's Senior Vice President. However, the Plaintiff never received this email. Moreover, the commitment letter contained two sets of signature pages bearing different signatures attributed to Plaintiff. It is impossible for one person to produce varying signatures on the same document. This blatant inconsistency in the commitment letter alone serves as compelling evidence that the Defendant had been orchestrating a fraudulent scheme targeting the Plaintiff, exploiting her vulnerabilities as a new immigrant with limited English proficiency and mental health issues from the outset. This scheme was designed to entangle the Plaintiff in a fraudulent.

64. Subsequently, Defendant forged Plaintiff's signature on SBA7(a) Borrower Information For - Representations , Authorizations and Certifications.

Defendant colluded with Kyle fraudulently copied, cut, and pasted Plaintiff

Yang Shao's signatures from her prior land sale agreement dated August 3, 2017 (Exhibit "13", Page 8), forged Plaintiff Yang Shao's signature on SBA7(a) Borrower Information For - Representations, Authorizations and Certifications (Exhibit "13", Page 3).

65. Fraudulent Warranty Deed and Deed of Trust Creation by Defendant and Title Company

During the Title Company's handling of the sale of AZ Property No. 1 and AZ Property No. 2 by USS Team Investments III LLC to the Plaintiff , Defendant colluded with the Title Company to produce a fraudulent Warranty Deed and Deed of Trust .

1). Step One: Incorrect Buyer Name

Defendant, in collaboration with the Title Company,deliberately listed the buyer of AZ Property No. 1 and AZ Property No. 2 as Endeavor 1 LLC instead of Plaintiff Yang Shao. Plaintiff was the sole individual who used her personal funds totaling $698,475.12, derived from the proceeds of a prior land sale, to pay the previous owner for the purchase of AZ Property No. 1 and AZ Property No. 2 through a Form 1031 Exchange under her name (Exhibit "13", "34" and "35"). No other individual or entity contributed a single dollar towards the purchase of AZ Property No. 1 and AZ Property No. 2. Accordingly, no person or entity other than Plaintiff Yang Shao has any legitimate claim to being the rightful owner of AZ Property No. 1 and AZ Property No. 2, nor can anyone challenge

Plaintiff ’s exclusive and lawful ownership of these properties. As this was a direct cash transaction facilitated under a Form 1031 Exchange, Plaintiff Yang Shao’s name was required to appear on Escrow No. 18-06-137056JM for AZ Property No. 1 and AZ Property No. 2. Listing another party, such as Endeavor 1 LLC, as the buyer was legally improper. Despite Plaintiff’s repeated requests to the Title Company to correct this misrecording, the Title Company failed to act. Listing Endeavor 1 LLC as the buyer instead of Plaintiff was legally improper and demonstrates a deliberate effort to obscure the true nature of the transaction. The total purchase funds of $698,475.12 for AZ Property No. 1 and AZ Property No. 2 were paid entirely out of Plaintiff’s personal finances (Exhibit "13" and "34"). No other individual or entity paid any amount to the previous owner for the acquisition of these properties. Despite this, Defendant and the Title Company deliberately and unlawfully listed Endeavor 1 LLC as the buyer instead of Plaintiff. The Defendant knowingly orchestrated this misrepresentation to fabricate loan agreements falsely identifying Endeavor 1 LLC as the borrower. Endeavor 1 LLC neither entered into any purchase agreements with the previous owner of AZ Property No. 1 and AZ Property No. 2 nor paid any funds for their acquisition. Listing Endeavor 1 LLC as the buyer instead of Plaintiff was entirely illegal.Had Plaintiff Yang Shao’s name been listed as the buyer, it would have been apparent that a cash purchaser like the Plaintiff would not require a loan.

2). Step Two: Fraudulent Inclusion of AZ Property No. 3

The Defendant had the Title Company also improperly included AZ Property No.3 in the Escrow No. 18-06-137056JM Warranty Deed. This inclusion facilitated the Defendant in creating a false narrative that Endeavor 1 LLC purchased all three AZ Properties—AZ Property No. 1, AZ Property No. 2, and AZ Property No. 3—through loans and fabricated guaranty documents. Under U.S. tax law, Section 1031 Like-Kind Exchange's require that the value of new properties purchased not exceed 20% more than the value of the previously sold property. The Plaintiff's prior land sale yielded $750,000, meaning the maximum allowable purchase amount for the new properties was $900,000.The proposed three houses are priced at one million dollars for real estate, exceeded this limit. Furthermore, as a new immigrant without loan eligibility, Plaintiff could not have financed the purchase of three properties, particularly AZ Property No. 3. Therefore, the Plaintiff's Form Section 1031 Like-Kind Exchange proceeds were used exclusively to purchase the two properties actually owned by USS Team Investments III LLC—AZ Property No. 1 (Exhibit "38") and AZ Property No. 2 (Exhibit "41"). The inclusion of AZ Property No. 3 in the Warranty Deed was baseless and fraudulent. The fraudulent inclusion of AZ Property No. 3 in Escrow No.18-06-137056JM created a false record of the Plaintiff acquiring all three properties. This misrepresentation further enabled Defendant to fabricate loan contracts,

Deed of Trust and guaranty documents associated with the purchase of the AZ Properties. Despite the Plaintiff's repeated requests for the Title Company to correct this fraudulent Warranty Deed, no action was taken.

3). Step Three: Fraudulent Loan Agreement Creation

The Defendant, in collusion with Title Company executed a fraudulent $3.05 million loan agreement. This agreement falsely listed Endeavor 1 LLC—a shell company that neither signed a purchase agreement for the AZ Properties nor contributed any payment toward their purchase—as the borrower. Under normal circumstances, it is inconceivable and unreasonable for a bank to enter into a $3.05 million loan agreement with a shell company like Endeavor 1 LLC. This company neither signed a purchase agreement for the AZ Properties, nor had involvement in the financial contributions of AZ Properties purchase, and had no legitimate ownership interest in the AZ Properties. Such an arrangement defies standard banking and lending practices and demonstrates clear intent to fabricate a false transaction. Defendant fabricated a loan agreement:

the final page of the Loan Agreement text is Page 15, yet the signature page is labeled "Page 24 of 498," clearly from a different document. All the fonts and line spacing on Plaintiff's signature page are different from other pages，also has a black vertical line not found on any other pages, indicating it was artificially inserted. Furthermore, a page titled "Schedules"

suddenly appears after the signature page, in an abnormal format, further suggesting forgery. (Exhibit "2")

4). Step Four: Fraudulent Deed of Trust Creation

The Defendant colluded with Kyle Scott to execute a fraudulent Deed of Trust in Endeavor 1 LLC's name. Under normal circumstances, it is inconceivable for a bank to accept a Deed of Trust from Endeavor 1 LLC, a party that neither signed a purchase agreement for the AZ Properties nor contributed any payment, there for, it is unreasonable to consider Endeavor 1 LLC as the owner of the AZ Properties and allow it to execute a Deed of Trust. This fraudulent conduct caused substantial harm to Plaintiff Yang Shao's ownership interests in the AZ Properties, undermining her rightful claims and property rights of AZ Property No. 1, AZ Property No. 2.

The plaintiff purchased a Certified Copy from the Maricopa County Recorder's Office, Arizona, confirming that the defendant recorded fraudulent Deeds of Trust. Defendant privately fabricated the seal of the Maricopa County Recorder's Office, Arizona, and produced two fraudulent Deeds of Trust (Exhibit "4").

5). Step Five: Fraudulent Transfer of Ownership

The Plaintiff completed the full cash purchase of AZ Property No. 1 and AZ Property No. 2 on December 31, 2018 (Exhibit "34"). However, the Defendant and the Title Company, without the Plaintiff's knowledge or

presence, improperly listed the ownership of AZ Property No. 1 and AZ Property No. 2 under Endeavor 1 LLC on November 6, 2018. This transfer was carried out without notifying the Plaintiff, who was the sole party providing the full payment for the AZ Properties. This action is both unreasonable and illegal. This fraudulent conduct caused substantial harm to Plaintiff s ownership interests in the AZ Properties, undermining her rightful claims and property rights of AZ Property No. 1, AZ Property No. 2.

66. Tax Law Limitations and Plaintiff's Financial Ineligibility Plaintiff was advised by her accountant that under U.S. tax law, when purchasing properties through a 1031 exchange, the purchase price of the new properties cannot exceed 120% of the sale price of the previously exchanged property. Based on the prior land sale price of $750,000, the maximum allowable transaction amount for the Arizona Properties was $900,000. Given this legal limitation, it would have been impossible for the Plaintiff to purchase three properties or to sign a real estate purchase agreement for $3.495 million with the Seller. Additionally, the Plaintiff could not have taken out a $3.05 million loan from the Defendant, as she lacked both the financial means and eligibility for such a loan. This clear restriction under U.S.A tax law, combined with the Plaintiff's financial situation, directly contradicts any claims that the Plaintiff entered into agreements to purchase three properties or obtained a

$3.05 million loan.

67. Payment Breakdown for the Purchase of AZ Property No. 1 and AZ Property No. 2. To complete the purchase of the two properties (AZ Property No. 1 and AZ Property No. 2), Alliant National Title Insurance Company ("Title Company") instructed Plaintiff to make five separate wire transfers from August 9, 2018 through December 31, 2018, amounting to a total of $698,475.12. This sum comprised $668,475.12 for the purchase price and $30,000 for transaction fees. The wire transfers were made as follows (Exhibit "34"):

1). August 9, 2018: The Title Company instructed Plaintiff to transfer $50,000. Plaintiff transferred $50,000 on the same day (Exhibit "42").

2). October 11, 2018: The Title Company instructed Plaintiff to transfer $100,000. Plaintiff transferred $100,000 on the same day (Exhibit "43").

3). October 22, 2018: The Title Company instructed Plaintiff to transfer $15,000. Plaintiff transferred $15,000 on the sameday (Exhibit "44").

4). November 5, 2018: The Title Company instructed Plaintiff to transfer $518,475.12. Plaintiff transferred $518,475.12 on the same day (Exhibit "45").

5). December 31, 2018: The Title Company instructed Plaintiff to transfer $15,000. Plaintiff transferred $15,000 on the same day (Exhibit "46").

From August 9, 2018 through December 31, 2018, Plaintiff completed a total transfer of $698,475.12 to the Title Company to finalize the purchase

of AZ Property No. 1 and AZ Property No. 2 (Exhibit "34").

Plaintiff did not complete the final payment for the purchase of AZ Property No. 1 and AZ Property No. 2 until December 31, 2018. However, prior to this, on November 6, 2018, Defendant and the Title Company improperly transferred the title of AZ Property No. 1, AZ Property No. 2, and AZ Property No. 3 to Endeavor 1 LLC. This transfer was made despite the fact that Endeavor 1 LLC had neither entered into a purchase agreement with the seller nor contributed a single penny toward the purchase of the AZ Properties. This act is unreasonable and improper. Such an arrangement defies standard banking and lending practices and demonstrates clear intent to fabricate a false transaction. This fraudulent conduct caused substantial harm to Plaintiff ‘s ownership interests in the AZ Properties of AZ Property No. 1, AZ Property No. 2, undermining her rightful claims and property rights.

68. Absence of a Signed Purchase Agreement

Plaintiff never signed a real estate purchase agreement with the previous owner USS Team Investments III LLC for $3.495 million to acquire the Arizona Properties. Moreover, Plaintiff never borrowed $3.05 million from Defendant Customers Bank. The real estate purchase agreement was purportedly intended to serve as the foundation for the loan contract. Without Plaintiff having signed a $3.495 million real estate purchase agreement with the Seller, it would have been impossible for a $3.05

million loan contract between Defendant and Plaintiff to exist. Even if Plaintiff had considered purchasing the three Arizona properties, it would have been illogical and unreasonable for Plaintiff to agree to a $3.495 million purchase price when the market value of the three properties at the time was under $1,583.700 million (Exhibit 22).

69. Identification of Actual Purchaser and Fraudulent Transactions

The purchaser of the Arizona Properties valued at $3.495 million, was Kyle Scott's company, Endeavor US LLC which never contributed any funds towards the purchase of these properties (Exhibit "1"). Plaintiff's late attorney, Brian Stanley, obtained all closing documents pertaining to this real estate transaction by subpoenaing the Title Company with court approval (Exhibit"47"). Among these documents, the "Buyer / Seller （Owner） Information (Please Complete and Return)" explicitly identifies Kyle Scott as the purchaser of Arizona Properties three houses (AZ Property No. 1 and AZ Property No. 2 and AZ Property No. 3). Plaintiff was not listed as the purchaser of these properties(Exhibit"25").

On June 12, 2018, Kyle Scott and his company, Endeavor US LLC ("Endeavor US"), entered into a fraudulent purchase agreement with Adagio House I & II PLC, Adagio House II LLC, and Adagio House III LLC (collectively, "Adagios") to acquire Arizona Properties (AZ Property No. 1, AZ Property No. 2, and AZ Property No. 3) for $3.495 million. This fraudulent agreement served as the foundation for the fraudulent loan to

Defendant Customers Bank and the subsequent disbursement of loan funds (Exhibit“1”).Adagio House I & II PLC, Adagio House II LLC, and Adagio House III LLC (collectively, "Adagios") were never the rightful owners of the Arizona Properties (AZ Property No. 1, AZ Property No. 2, and AZ Property No. 3) (Exhibit “27”). The purchase agreement between Kyle Scott and the "Adagios" was entirely fraudulent.

70. Fraudulent Ownership Claims and Defendant’s Negligence

Had Defendant conducted even minimal due diligence, such as verifying ownership records through the Maricopa County Assessor's website, it would have been clear that the "Adagios" did not hold legal ownership of the Arizona Properties. Verifying property ownership is a standard and essential step in the loan approval process, yet Defendant failed to perform this critical task. Based on this fraudulent purchase agreement, Defendant entered the $3.05 million loan agreement with Kyle Scott and his company Endeavor US LLC, without conducting the necessary verification. This failure to exercise due diligence directly enabled the fraudulent loan approval and subsequent disbursement of funds.

71. Fraudulent Exploitation of Plaintiff’s Identity and Misrepresentation of Property Values

To conceal the fraudulent real estate loan and fraudulent loan agreement with Mr. Kyle Scott and his company Endeavor US LLC, Defendant’s Senior Vice President, Karl Danlelian misuse Plaintiff’s personal and

financial information， had access to Plaintiff's sensitive information while representing her in the sale of a previous property, exploited her position as a vulnerable new immigrant with limited English proficiency and a mental health condition. forged loan and guarantee documents,

falsely implicating Plaintiff and fabricating a narrative that she and her company Endeavor 1 LLC had applied for a loan and provided collateral to Defendant.

72. On August 18, 2018 Defendant fabricated a loan commitment letter as the beginning of their fraudulent scheme. The commitment letter contained two sets of signature pages bearing different signatures attributed to Plaintiff Yang Shao. It is impossible for one person to produce varying signatures on the same document. This blatant inconsistency in the commitment letter alone serves as compelling evidence that the Defendant had been orchestrating a fraudulent scheme targeting the Plaintiff, exploiting her vulnerabilities as a new immigrant with limited English proficiency and mental health issues from the outset. This scheme was designed to entangle the Plaintiff in a fraudulent loan transaction of which she had no awareness. Subsequently, Defendant forged Plaintiff's signature on SBA7(a) Borrower Information For – Representations , Authorizations and Certifications (Exhibit "13").

On August 11, 2022, four years after the closing, the Defendant provided the Plaintiff with the loan and guarantee documents for the first time—

documents of which the Plaintiff had no prior knowledge (Exhibit "26"). Among these was a commitment letter dated August 18, 2018 (Exhibit "3), allegedly sent to the Plaintiff via email by Karl Danlelian, the Defendant's Senior Vice President. However, the Plaintiff never received this email.

73. Defendant fraudulently copied, cut, and pasted Plaintiff Yang Shao's signatures from her prior land sale agreement dated August 3, 2017 (Exhibit "13", Page 8), forged Plaintiff's signature on SBA7(a) Borrower Information Form Representations, Authorizations and Certifications (Exhibit "13", Page 3).

74. Defendant manipulated the property appraisal to secure approval from the Small Business Administration (SBA) for the fraudulent loan. Defendant inflated the appraisal value of the Arizona Properties from their actual 2018 market value of under $1,583,700 to $3.09 million, deceiving the SBA into granting approval (Exhibit "22"). This scheme came to light only after Plaintiff's persistent efforts over four years. On August 11, 2022, four years after the transaction was completed, Defendant provided Plaintiff with the loan and guarantee documents for the first time, which Plaintiff had never seen before (Exhibit "26"). Subsequently, Plaintiff's late attorney, Brian Stanley, filed a subpoena with the court on September 19, 2022, obtaining materials that confirmed the fraudulent nature of this transaction (Exhibit "47"). The details of this fraudulent scheme are outlined as follows:

· Plaintiff's personal and financial information was misused without her knowledge.

·Real estate purchase agreement, Loan and guarantee documents were forged to falsely implicate Plaintiff.

·The appraisal value of the properties was fraudulently inflated to deceive the SBA.

· Plaintiff was unaware of the loan and guarantee documents until August 11, 2022.

75. Via subpoena, Defendant's fraudulent conduct was further confirmed:

1). Fraudulent Purchase Agreement as Basis for Defendant's Loan

On June 12, 2018, Kyle Scott and his company, Endeavor US LLC ("Endeavor US"), entered into a fraudulent purchase agreement with Adagio House I & II PLC, Adagio House II LLC, and Adagio House III LLC (collectively "Adagios") to purchase the Arizona Properties (AZ Property No. 1, AZ Property No. 2, and AZ Property No.3) for $3.495 million. This fraudulent agreement served as the premise and basis for Defendant's fraudulent loan application and subsequent loan disbursement (Exhibit 1).

2). Fraudulent Ownership Claim by the "Adagios"

In fact, Adagio House I & II PLC, Adagio House II LLC, and Adagio House III LLC (collectively "Adagios") were not the actual owners of the Arizona Properties (AZ Property No. 1, AZ Property No. 2, and AZ

Property No. 3) (Exhibit "27").

3). Failure to Verify Ownership in Fraudulent Real Estate Purchase Agreement

This real estate purchase agreement was entirely fraudulent. If the Defendant had conducted a simple inquiry on the Maricopa County Assessor's website, they would have discovered that Adagio House I & II PLC, Adagio House II LLC, and Adagio House III LLC (collectively, "Adagios") were not the actual owners of the Arizona Properties (AZ Property No. 1, AZ Property No. 2, and AZ Property No. 3). Verifying property ownership is a critical step in the loan approval process, yet the Defendant failed to fulfill this fundamental requirement (Exhibit "27").

4). Fabrication of a Loan Commitment Letter

The Defendant fabricated a loan commitment letter as part of their fraudulent scheme. On August 11, 2022, four years after the closing, the Defendant provided the Plaintiff with the loan and guarantee documents for the first time—documents of which the Plaintiff had no prior knowledge (Exhibit "26"). Among these was a commitment letter dated August 18, 2018 (Exhibit "3"), allegedly sent to the Plaintiff via email by Karl Danlelian, the Defendant's Senior Vice President. However, the Plaintiff never received this email. Moreover, the commitment letter contained two sets of signature pages bearing different signatures attributed to Plaintiff. It is impossible for one person to produce varying

signatures on the same document. This blatant inconsistency in the commitment letter alone serves as compelling evidence that Defendant had been orchestrating a fraudulent scheme targeting the Plaintiff, exploiting her vulnerabilities as a new immigrant with limited English proficiency and mental health issues from the outset. This scheme was designed to entangle the Plaintiff in a fraudulent loan transaction of which she had no awareness.

5). Forgery of Operating Agreements

On September 4, 2018, in collusion with Defendant's internal bank personnel, Karl Danlelian, Kyle Scott forged the operating agreements of Plaintiff's companies Endeavor 1 LLC and Endeavor AL LLC (collectively, "Endeavors"). Kyle Scott copied, cut, and pasted Plaintiff's signatures from her prior land sale agreement dated August 3, 2017 (Exhibit "13") and falsely represented his company, "Axcent," as the operating manager of Plaintiff's companies. This scheme was designed to entangle the Plaintiff in a fraudulent loan transaction of which she had no awareness.

6). Failure to Verify Axcent's Legal Status

Defendant's internal bank personnel entered into forged loan documents and a Deed of Trust. A simple search on the Arizona Corporation Commission website would reveal that Kyle Scott's company, Axcent, is an unregistered foreign entity in Arizona, rendering it ineligible to sign any contracts or Deeds of Trust. Verifying the legal status of Axcent was a

mandatory step in the loan approval process, but the Defendant failed to conduct this essential due diligence.

7). Handwriting Examination Confirms Forgery.

Defendant's internal bank personnel entered into forged Note, guarantee documents, and Mortgage. These forgeries were confirmed through three rounds of handwriting examinations (Exhibit "19" - "21").

8) . Unauthorized Signing of Documents

Plaintiff never authorized any individual or company to sign AZ real estate purchase agreement at price for $3.495 M with any Seller , let alone loan documents, Notes, Deed of Trust, guarantee documents, or Mortgages on her behalf or on behalf of her company.

9). To secure SBA approval for the loan, Defendant engaged in fraudulent activities to deceive the SBA:

(1). Defendant submitted a fraudulent Purchase-Sale Agreement to the SBA (Exhibit "1"). On September 19, 2022, Plaintiff's late attorney, Brian Stanley, obtained all materials related to this real estate transaction through a subpoena issued to the Title Company (Exhibit "47"). Among these Closing documents, Plaintiff discovered for the first time an SBA 7(A) Guaranteed Loan Authorization, a document Plaintiff had never received (Exhibit "49"). This loan authorization explicitly required an Executed Purchase-Sale Agreement to be obtained before disbursement (Exhibit "49" page 17, section 3(b)(2)). Plaintiff also saw the Purchase-Sale

Agreement for the first time among these Closing documents: on June 12, 2018, Kyle Scott and his company, Endeavor US LLC ("Endeavor US"), entered into a purchase agreement with Adagio House I & II PLC, Adagio House II LLC, and Adagio House III LLC(collectively, "Adagios") to acquire the Arizona Properties—AZ Property No. 1, AZ Property No. 2, and AZ Property No. 3—for $3.495 million (Exhibit "1"). This agreement served as the premise and basis for Defendant's $3.05 million loan and its disbursement. All of these actions occurred without Plaintiff's knowledge or involvement. However, Adagio House I & II PLC, Adagio House II LLC, and Adagio House III LLC ("Adagios") were not the actual owners of the Arizona Properties (AZ Property No. 1, AZ Property No. 2, and AZ Property No. 3) (Exhibit "27"). This Purchase-Sale Agreement is fraudulent. A simple search on the Maricopa County Assessor's website would have revealed that Adagios had no ownership of the Arizona Properties. This verification is a standard and essential step in loan approval processes, yet Defendant failed to perform it. Instead, Defendant approved the loan application Submitted by Kyle Scott and his company Endeavor US LLC based on this fraudulent Purchase-Sale Agreement. The fraudulent Purchase-Sale Agreement was the foundation and starting point of the scheme to secure the SBA loan and disbursement fraudulently. Plaintiff and her company Endeavor 1 LLC never entered a purchased the AZ Properties at the price for $3.495 M. How could Plaintiff possibly take

out a $3.05 million loan from Defendant for purchasing these properties? In this case, it was Kyle Scott and his company, Endeavor US LLC ("Endeavor US") , who were involved in the purchase of the AZ Properties (Exhibit "1"). So how is it possible that a loan agreement exists stating Plaintiff and her company Endeavor 1 LLC borrowed $3.05 million from Defendant for purchasing these properties?

(2). Defendant subsequently submitted fraudulent Purchase-Sale agreement, loan documents, guarantee agreements, Deed of Trust, and Mortgage to the SBA. The Purchase-Sale Agreement served as the premise and foundation of the loan documents. Without a legitimate purchase, how could there be a loan? Without a legitimate purchase, why would a loan be necessary? A fraudulent Purchase-Sale Agreement could only result in a fraudulent loan. The only explanation is this: the loan agreement was also fabricated, and any guarantee agreements based on this fraudulent loan agreement are equally fraudulent. After three rounds of handwriting examinations, it has been conclusively determined that all signatures on the guarantee documents were forgeries (Exhibits "19"–"21"). In this case, the fraudulent Purchase-Sale Agreement was the initial step in the scheme, while the guarantee agreements were the final product in the scheme. With both the purchase and guarantee agreements proven to be fraudulent, how could the loan agreement in between be genuine?

(3). Defendant inflated the appraisals of Arizona Properties (three houses)

to deceive the Small Business Administration (SBA). Through a subpoena issued by Plaintiff's late attorney Brian Stanley on September 19, 2022, the complete documentation of the real estate transaction was obtained from the title company. This was the first time Plaintiff saw an SBA 7(A) Guaranteed Loan Authorization, a document Plaintiff never received (Exhibit "49"). Plaintiff found that Defendant had inflated the appraisals of the Arizona Properties (three houses) to $3.09 million in 2018 to deceive the SBA.

i. According to the SBA 7(A) Guaranteed Loan Authorization (Exhibit "49"), Defendant was required to ensure that the appraised value of the Arizona Properties (three houses) was not less than $3.09 million before disbursement of the loan (Exhibit "49" p18, Term"6"- Appraisal):

· AZ Property No. 1 (5328 E Anderson Drive, Scottsdale, AZ): Not less than $1 million.

· AZ Property No. 2 (4839 E Charleston Ave, Scottsdale, AZ): Not less than $1 million.

· AZ Property No. 3 (17814 N 56th Street, Scottsdale, AZ): Not less than $1.09 million.

ii. However, the actual median market value of the Arizona Properties in 2018 was less than $1,583,700— under $1.6 million (Exhibit "22").

Because the Maricopa County Assessor public website only provides real estate market prices from the past five years, data for 2018 cannot be

obtained, since the United States was still in the midst of an economic crisis in 2018, real estate prices were generally lower than in 2020. The actual median market value of the Arizona Properties (three houses) in 2018 was less than $1,583,700 (Exhibit "22"). In 2020, the market value for the Arizona Properties were as $1,583,700 :

· AZ Property No. 1 (5328 E Anderson Drive, Scottsdale, AZ): $536,600

· AZ Property No. 2 (4839 E Charleston Ave, Scottsdale, AZ): $557,100

· AZ Property No. 3 (17814 N 56th Street, Scottsdale, AZ): $490,000

iii. Moreover, under Phoenix City zoning regulations, side yards must not be less than 7 feet (Exhibit "31"). During prior renovations, the seller overbuilt the properties, reducing the side yards to less than 7 feet, rendering the structures illegal (Exhibit "32"). If Plaintiff had purchased the three properties, she would have needed to invest at least $500,000 to bring the buildings into compliance with Phoenix City zoning regulations. This significant required renovation lowered their appraised value. Even in 2023, after three years of a real estate boom, and assuming the properties are considered legal structures, their median combined market value was $2,254,700:

· AZ Property No. 1 (5328 E Anderson Drive, Scottsdale, AZ): $770,100

· AZ Property No. 2 (4839 E Charleston Ave, Scottsdale, AZ): $773,000

· AZ Property No. 3 (17814 N 56th Street, Scottsdale, AZ): $711,600

Even in 2023, after three years of a real estate boom, Arizona properties's

value was still far below $3.09 million, Defendant's 2018 appraisals of the Arizona Properties which Defendant submitted to for deceiving Small Business Administration (SBA) (Exhibit "22 "): It is inconceivable that Defendant valued the properties at $3.09 million in 2018. This inflated valuation demonstrates Defendant's fraudulent scheme to deceive the SBA by artificially increasing the appraised value of the collateral to secure a SBA loan (Exhibit "22").

(4). Defendant engaged in covert operations and concealed all facts and information from Plaintiff. Through a subpoena issued by Plaintiff's late attorney, Brian Stanley, the complete documentation of the real estate transaction was obtained from the title company. For the first time, Plaintiff saw the SBA 7(A) Guaranteed Loan Authorization, a document Plaintiff never received (Exhibit "49"). The SBA 7(A) Guaranteed Loan Authorization, on page 13, section 7(a)(1), explicitly required that a copy of this document be provided to the borrower before the loan disbursement. However, Plaintiff and Plaintiff's company Endeavor 1 LLC never received this document. Without being the borrower, it would have been impossible for Plaintiff and her company Endeavor 1 LLC to receive the SBA Authorization document or to have any knowledge of its contents. This demonstrates Defendant's deliberate withholding of critical information from Plaintiff, further reinforcing the fraudulent nature of this transaction.

10). Defendant forged Loan documents: Note.

On August 11, 2022, four years after the closing, Defendant sent the loan documents and guarantee document to Plaintiff for the first time, documents of which Plaintiff had no prior knowledge, including a Note. Subsequently, on August 25, 2023, Defendant submitted the other version of the Note to the court (Exhibit 11). The two notes are different versions, yet both contained Mr . Kyle Scott' s identical signature pages. It is impossible for a person to produce two different version documents with identical signatures on both. The appearance of these two Notes provides unequivocal evidence that Defendant forged loan documents, specifically the Note (Exhibit "11").

11). Defendant also forged Plaintiff's signatures on the guarantee documents (Exhibit "12").

12). Defendant engaged in fraud by colluding with Kyle Scott and his partners, Richard Murray and Tod Decker, to deceive the SBA.

Plaintiff, a newly immigrated single mother, did not meet the qualifications to be a SBA loan guarantor. In collusion with Kyle Scott and his partner Richard Murray, falsely presented them as guarantors and facilitated the signing of fraudulent guarantee documents to meet the SBA's guarantor requirements. After forcibly auctioning off Plaintiff's Arizona Properties, Defendant unilaterally withdrew the claims in this case against Kyle Scott and his partner, Richard Murray, allowing them to evade their full guarantor liabilities for the loan. This carefully orchestrated scheme clearly

demonstrates Defendant's intentional fraudulent conduct while enabling key accomplices to escape accountability. This sequence of events clearly demonstrates that the entire transaction was a deliberate scheme from the outset.

13). On November 2, 2018, Defendant instructed Title Company to release loan funds to Adagios based on the false real estate purchase agreement (Exhibit "1" & “50”). Subsequently, on November 6, 2018, Defendant Authorized Title Company to release loan funds to Adagios based on the false real estate purchase agreement (Exhibit "1"& "51"). However, Title Company did not follow Defendant 's instruction and wrongly released the loan funds to USS Team Investments III LLC on November 6, 2018 (Exhibit "52"). On the same day, Kyle Scott authorized Title Company to wire $198,000 to his partner Richard Murray and Tod Decker as a " consultation fee" . Tod Decker received $53,540, and Richard Murray received $144,793.33 (Exhibit "53" and "54"). When recommending that Plaintiff purchase the AZ Properties, Kyle Scott further introduced Plaintiff to his partners, Richard Murray and Tod Decker, claiming that they would purchase the business. Kyle Scott assured Plaintiff that she could lease the properties she purchased AZ property No.1 and AZ property No.2 to Tod Decker for profit. However, this promise was never fulfilled. Instead, the AZ Properties (specifically AZ Property No. 1 and AZ Property No. 2), which Plaintiff purchased using $698,475.12 from her own funds, were

fraudulently transferred to Endeavor 1 LLC, the company that neither signed any purchase agreement for the AZ Properties nor contribute a single dollar toward the purchase.

14). Defendant Colluded with the Title Company to Conceal the Closing from Plaintiff. Through a subpoena issued by Plaintiff's late attorney, Brian Stanley, the complete documentation of the real estate transaction was obtained from the title company. Among these documents, Plaintiff saw the Identification Verification and Notary Certification for the first time (Exhibit "48"). This Closing document clearly identifies four parties involved in the transaction: Kyle Scott, Richard Murray, William Phillips, and Mrs. Mihaela Phillips. Plaintiff was not a party to this Closing and had no knowledge of its existence or any related details. Defendant colluded with the Title Company to intentionally conceal the Closing from Plaintiff (Exhibit "48").

15). Defendant engaged in fraud by providing false notarial records, which included a date but lacked a specific time, contained a forged signature, and listed a fictitious notarial location. Defendant hired a notary to commit perjury. Plaintiff has never met or contacted the notary hired by Defendant. The notarial records submitted to the court on behalf of Defendant are falsified. They lack a specific notarization time, and the stated notarization location :735 Executive Dr, Aurora, IL, does not exist. A Google Maps search for this address yields no results, and upon physically driving along

Executive Dr in Aurora, IL, Plaintiff found no such location (Exhibit "18"). Furthermore, the Plaintiff's signature on the notarial records was forged, as confirmed by multiple handwriting examinations (Exhibits "19"–"21").

(1). Because Plaintiff consider the accusation that the bank forged mortgage documents to be extremely serious, and is deeply concerned about the possibility of being mistaken, Plaintiff have proceeded with utmost caution. Plaintiff cut back on necessities and painstakingly saved money from the living expenses for herself and her son to purchase the costly official certified records from the Maricopa County Recorder's Office (Exhibit "4 ").

To utter shock and disbelief, Plaintiff discovered that the Defendant has audaciously forged even the official record stamp. The two properties AZ Property No. 1 and No. 2 purchased with Plaintiff's life savings, were mortgaged to the Defendant without her knowledge or presence during closing or the auction obtain two different versions of the Deed of Trust: the fonts, line spacing, and page margins all vary. However, the signature pages are identical—they have not been proportionally enlarged or reduced. This proves that the two Deed of Trust are forged: it is impossible for a person to sign exactly the same signature on two physically different documents.What astounded further is that the Record Stamps on the two Deeds of Trust are also different constitutes the criminal offense of forging

a security instrument.

(2). Plaintiff's investigation confirms that the notary public who notarized documents for the Defendant has maintained a long-standing illegal financial interest with the Defendant. Significant illegal financial interest between Notary Tamara R. Thompson and Customers Bank suggests collusion in PPP Loan Fraud (Exhibits 55–57). A company owned by Tamara R. Thompson received and was forgiven for duplicate PPP loans through Customers Bank in April 2021 and May 2021. However, the following serious issues exist:

A. Her company was dissolved before February 15, 2020 (the statutory eligibility assessment date for applying PPP) and was not reinstated until March 6, 2020 rendering it ineligible for SBA PPP loan. But her company obtained a $10,691 PPP loan from Customers Bank which was quickly forgiven. This constitutes federal PPP loan fraud.

B. The second loan of the same amount was issued from Customers Bank just 53 days after the first—far shorter than the SBA legally required 8–24-week usage period—and lacked necessary documentation of revenue decline, indicating duplicate loans and false applications, also has been quickly forgiven committing federal PPP loan fraud.

C. Customers Bank, as the lender, was placed on the SBA's investigation list in 2022 for suspected PPP fraud due to serious deficiencies in its approval process. This demonstrates substantial financial ties between

Tamara and Customers Bank, severely compromising her neutrality and credibility as a witness in this case.

(3).Tamara Self-Filled an Affidavit with Logical Inconsistencies

(Exhibit 16). Tamara filled the blank space in an Affidavit with the word "companies," creating semantic confusion by implying "Yang Shao and companies are the same person." This error reflects her hastiness and disarray while self-filling the Affidavit

(4). Tamara Filed a Contradictory Affidavit Regarding My Identity

(Exhibit 17).The document describes Plaintiff simultaneously as the "borrower," "guarantor," and "an inducement Lender." These roles are logically conflicting and contradictory, indicating fundamental errors in the Affidavit.

(5). Defendant forged mortgage documents for the Plaintiff's property at 524 E. 14th Avenue, Naperville, Illinois: These are two mortgage documents with different versions, however both contained Plaintiff identical signature pages. It is impossible for a person to produce two different version documents with identical signatures on both. The appearance of these two mortgage documents provides clear evidence that Defendant forged loan documents, specifically the mortgage documents. (Exhibit "6")

On August 11, 2022, four years after the closing, Defendant sent the loan document and guarantee document to Defendant for the first time, of which

Plaintiff had no prior knowledge (Exhibit "26"), including a mortgage document for the Plaintiff's property at 524 E 14th Avenue, Naperville, Illinois (Exhibit "6"), which Plaintiff had no prior knowledge. Subsequently, on August 25, 2023, Defendant submitted the other version of mortgage document for the same property to the court (Exhibit " 6"). They are two different versions of the document, yet they bear the Plaintiff's completely identical signature page. It is impossible for a person to sign exactly the same signature on two physical documents, demonstrating that these two documents are forgeries created by the Defendant.

(6). Two Inconsistent Versions of the Mortgage Document in Illinois Cook County: Plaintiff's property Unit 327 4250 N Marine Dr, Chicago. (Exhibits 7). Customers Bank prepared two nearly identical mortgage document sets with different formatting—one used in closing, and the other used in the public record to seize Plaintiff's properties. The font and line spacing between the two document sets differ significantly, yet Plaintiff's signatures appear exactly the same on both—identical in shape and size. This is impossible if handwritten by a person signed on the different physical documents, committing forgery. Furthermore, the bank claims Plaintiff signed the guaranty agreement on November 5, 2018, with Tamara R. Thompson as the notary. However, the mortgage document was

not recorded until January 2019—a two-month gap that further raises doubts about its authenticity.

(7). Defendant forged two Inconsistent Versions of the *Assignment of Lease and Rent* in issue properties in AZ . After thorough comparison, Plaintiff can confirm again that these are two different versions of the mortgage documents of the same in issue properties in AZ: the font, line spacing, and page margins of the main text in each version are visibly different. However, the signature page in both versions is formatted identically, and the signature itself appears exactly the same in both—identical in shape and form. It is impossible for a person to handwrite an identical signature on two physically different documents. To utter shock and disbelief, Plaintiff discovered that the Plaintiff has audaciously forged eventhe official record stamp. (Exhibits 8)

（8） .Defendant forged Property *Assignment of Lease and Rent* in Illinois too. The document titled *" Cook County Chicago Apartment Assignment of Lease and Rent"* used by Customers Bank in the closing —is different from the one recorded at the Cook County Recorder's Office (Exhibit 9). The differences include font size, page margins, line spacing, and paragraph spacing. However, the signature page — the final page of both documents — contains plaintiff's signature that is exactly identical in size and shape.It is impossible for any people to sign two separate physical documents with

an exactly identical signature. This means that both signatures were forged by Customers Bank, because:

A.If the version used in the closing was genuine, Customers Bank could have simply submitted that version to the Cook County Illinois Recorder's Office for recording — there would have been no necessity to fabricate the other version for recording.

B.Conversely, if the version on file with the Cook County Illinois Recorder was genuine, the Bank could have used it directly in the closing— again, there would have been no necessity to fabricate the other version to present in court.

Why would the Defendant take the risk of creating two different sets of Deeds of Trust for separate use in Closing/auction versus recording?

After much deliberation, the only conclusion Plaintiff can draw is that this constitutes a collaborative fraud involving both internal and external parties: Internal personnel created one set of the Deed of Trust for use in Closing and the auction, while external personnel created another set for recording. However, due to a lack of communication between these internal and external parties, they acted independently, resulting in two different versions of the document bearing identical signature page forging

an official Record Stamp constitutes the criminal offense of forging a security instrument.

16). On November 2, 2018, Defendant instructed the Title Company to release $3.05 million to the fraudulent seller Adagios which based on a false real estate purchase agreement on June 12, 2018, with Kyle Scott's company, Endeavor US for the Arizona Properties at a price of $3.495 million (Exhibit "1", "50"). In Defendant's instruction letter to the Title Company, Defendant explicitly stated: "If Title Company does not release the $3.05 million loan funds to Adagios as instructed by Defendant, Title Company will not receive any service fees."(Exhibit "50").This directive was tied to a faulse real estate purchase agreement executed on June 12, 2018, between Adagios and Kyle Scott’s company, Endeavor US LLC, for the Arizona Properties at a price of $3.495 million. This agreement served as the premise and basis for Defendant's loan and its disbursement (Exhibit "1"). This evidence clearly demonstrates that the instruction to release the $3.05 million loan funds had no connection to Plaintiff.

17). On November 6, 2018, Defendant authorized the Title Company to release $3.05 million in loan funds to the fraudulent seller: Adagios which based on a false real estate purchase agreement on June 12, 2018, with Kyle Scott's company, Endeavor US for the Arizona Properties at a price of $3.495 million (Exhibit "1", "51"). This evidence clearly demonstrates that Defendant's authorization to release the $3.05 million loan funds had no

connection to Plaintiff.

18). Defendant has deliberately concealed parts of the conversation between Plaintiff and Defendant, hiding the fact such as that Plaintiff was unaware of loan and the interest rate. Plaintiff declares under penalty of perjury under the laws of the State of Arizona that Defendant has intentionally concealed parts of the conversation, thereby creating a false impression that Plaintiff was aware of the loan terms. Even assuming Plaintiff knew about the loan, does that mean Plaintiff executed the loan? The facts are as follows: On August 28, 2020, after two years of persistent effort, Kyle Scott finally provided Plaintiff with the contact information for the bank representative, Mrs. Cristina Fierroz. The facts are outlined in Exhibit "58". Defendant clearly acknowledged in correspondence with Plaintiff that Defendant was obligated to inform Plaintiff about the loan, but Defendant failed to do so. Defendant's responses to Plaintiff's inquiries included:

• "That's ok. I apologize for the delay in getting back to you. I thought you had the information already." [sic]

• "Hi, good morning, can you please tell me what the interest rate is? Thank you so much!" [sic]

Defendant did not respond.

• "Good afternoon, can we have a meeting next week?" [sic]

Once again, Defendant did not respond and ceased further

communication. (attached hereto as Exhibit "58").

Plaintiff made numerous attempts to communicate with Defendant, but Defendant intentionally ignored her. How could Plaintiff have signed a loan agreement, guarantee document, or mortgage document in 2018 without knowing the principal or the interest rate?

In fact, what Plaintiff discovered was a blank loan agreement left behind by Kyle Scott, with the loan amount of $3.05 million filled in but no interest rate indicated, and the signature section left blank. Plaintiff repeatedly contacted Defendant to request a meeting to clarify the situation, but Defendant ignored her.

19). Plaintiff swears under penalty of perjury that until August 28, 2020, she had never even heard of the name“Customers Bank,” let alone had any knowledge of the existence of any so-called loan.

Defendant Customers Bank claims to be a Pennsylvania corporation. Plaintiff disputes the legitimacy of Defendant’s status as a Pennsylvania corporation engaged in banking services in 2018, the period during which Defendant alleges that Plaintiffs borrowed and guaranteed a loan. After conducting an official search on Pennsylvania’s government company registration website, Plaintiff discovered that three separate entities named “Customers Bank”are registered in Pennsylvania. These entities are as follows:

(1). Customers Bank (Entity No. 2572797), a Name Reservation entity

active only from March 25, 1994, to July 23, 1994, and subsequently dissolved;

(2). Customers Bank (Entity No. 3978974), a Fictitious Name

active since September 10, 2010, which lacks the legal authority to operate as a lending institution;

(3). Customers Bank (Entity No. 4036716), a Domestic Financial Institution formed on March 29, 2011, which was not formally recognized as "Customers Bank"until June 10, 2022.

It remains unclear which of these entities is the Defendant in this case. Without this clarification, Defendant's allegations cannot be properly evaluated. (Exhibit"59")

If the Defendant is the first entity, Customers Bank (Entity No. 2572797), it is inconceivable that Defendant could claim Plaintiffs borrowed funds in 2018 from an entity dissolved in 1994. Similarly, if the Defendant is the second entity, Customers Bank (Entity No. 3978974), which operates under a Fictitious Name, it does not possess the legal status of a lending institution and thus could not have lawfully issued any loans. Finally, if the Defendant is the third entity, Customers Bank (Entity No. 4036716), it did not legally operate under the name "Customers Bank" until June 10, 2022. Any actions conducted under the name "Customers Bank"between 2011 and June 2022 would constitute fraudulent activity, exploiting the credit of a legitimate bank for improper gain and carried out under the false pretense

of being a lawful financial institution. Consequently, any actions taken during this period are invalid. (Exhibit “59”)

Therefore, Plaintiffs respectfully request that the Court compel Defendant to clarify its legal identity and address these significant discrepancies. Defendant’s claim of being Customers Bank, a Pennsylvania corporation, is highly questionable. As confirmed through Plaintiff’s search of the Pennsylvania government’s company registration records, Defendant was not established until March 29, 2011, and did not formally adopt the name “Customers Bank” until June 10, 2022. Any business activities Defendant conducted under the name “Customers Bank” before June 10, 2022, represent fraudulent misuse of a bank’s name and its associated credit. These actions raise serious doubts about Defendant’s claims regarding the loan allegedly borrowed and guaranteed by Plaintiffs in 2018. (Exhibit “59”)

76. Defendant never provided her any loan documents, Deed of Trust, guarantee documents, or mortgage documents. It was not until August 11, 2022—two full years after repeated requests—that Defendant finally sent Plaintiff the alleged loan, guarantee, and mortgage documents for the first time (Exhibit "26"). At this point, almost four years had passed since the Closing. On September 19, 2022, through a subpoena issued by Plaintiff’s late attorney, Brian Stanley, the complete documentation of the real estate transaction was obtained from the title company (Exhibit "47"). It was only

then that Plaintiff had the opportunity to review these alleged documents. Upon review, Plaintiff immediately discovered that:

A. The so-called Purchase-Sale Agreement, loan, guarantee, Deed of Trust, and mortgage documents contradict each other and fail to corroborate the transaction:

i. The Closing documents provide conflicting information regarding the Buyer and Seller:

· According to the Buyer And Seller Information form in the Closing documents, the Buyer is Kyle Scott, and the Seller is USS Team Investments III LLC (Exhibit "25").

· However, the Purchase-Sale Agreement within the Closing documents identifies the Buyer as Endeavor US LLC, an Arizona limited liability company, and the Sellers as Adagio House I & II PLC, Adagio House II LLC, and Adagio House III LLC (collectively referred to as "Adagios") (Exhibit "1").

These two critical Closing documents, intended to define the Buyer and Seller in this transaction, directly contradict one another, creating irreconcilable conflicts.

ii. The Purchase-Sale Agreement in the Closing documents identifies the Buyer as Endeavor US LLC, an Arizona limited liability company (Exhibit "1"). Accordingly, the loan applicant and the issuer of the Deed of Trust for Defendant’s loan should also be Endeavor US LLC. However, the

Closing documents list the loan applicant and the issuer of the Deed of Trust as Endeavor 1 LLC (Exhibit "52").

These three key Closing documents, which are meant to define the loan applicant and the issuer of the Deed of Trust as Plaintiff's company Endeavor 1 lLC , are inconsistent and irreconcilable.

iii. Defendant Customers Bank's Instruction Letter for Disbursement to the Title Company (Exhibit "50") and Defendant Customers Bank Authorization for Disbursement (Exhibit "51") clearly identify the loan recipients (Sellers) as Adagio House II LLC, Adagio House III LLC, and Adagio House I & II PLC. However, the Closing Information document (Exhibit "52") and the Final Closing Statement (Exhibit "53") show that the loan funds were disbursed to USS Team Investments III LLC. These four critical Closing documents, all of which are supposed to establish the loan recipients, are inconsistent and contradictory.

iv. The Purchase-Sale Agreement in the Closing documents specifies the Real Estate Price as $2,250,000 (Exhibit "1", page 11). However, the Final Closing Statement in the Closing documents lists the Real Estate Price as $2,975,000 (Exhibit "53"). These two critical Closing documents, meant to define the agreed-upon price for the real estate transaction, are directly contradictory and cannot be reconciled.

In summary, the above analysis of the Purchase-Sale Agreement, loan, guarantee, Deed of Trust, mortgage documents and closing documents

demonstrates that these documents are riddled with contradictions and fail to corroborate one another. These inconsistencies serve as clear evidence that the Purchase-Sale Agreement, loan, guarantee, Deed of Trust, and mortgage documents are not genuine.

B. Identification Verification and Plaintiff's Exclusion from the Closing The Identification Verification and Notary Certification document in the Closing file (Exhibit "48") clearly lists four individuals involved in the Closing transaction: Kyle Scott, Richard Murray, William Phillips, and Mrs. Mihaela Phillips. Plaintiff was not a participant in this Closing transaction and had no knowledge of its occurrence. Defendant, in concert with the Title Company, knowingly withheld material information regarding this Closing from Plaintiff. Furthermore, all signatures attributed to Plaintiff on these documents have been confirmed as forgeries through three separate rounds of handwriting analysis conducted by expert examiners (Exhibits "19"- "21").

Upon discovering this, Plaintiff identified the matter as a case of identity theft and financial fraud. Plaintiff immediately reported the matter to the State of Illinois, DuPage County, and the Naperville Police Department (Exhibit "60").

77. Initiation of Investigations into Identity Theft and Fraudulent Activity. On July 31, 2023, the State of Illinois, DuPage County, Naperville Police Department, and the Illinois Police Department Financial Crimes Unit

initiated an investigation into the identity theft case under case number 9023-000602. On August 1, 2023, Plaintiff reported the matter to the United States Small Business Administration (SBA), which initiated a separate investigation and assigned case number ID 0083040002585. The case is currently under review by the United States Secret Service (USSS) Exhibit "60").

78. As Kyle Scott and Mrs. Maxime Scott were the sole signers on the Endeavor 1LLC and Endeavor AL LLC bank accounts, they alone controlled the accounts and executed all purported loan repayment transactions. This further confirms that the actual borrower of the $3.05 million loan was Kyle Scott, not Plaintiff or her companies Endeavor 1 LLC and Endeavor AL LLC . Between 2018 and 2022, as sole signers of the Endeavor 1 LLC and Endeavor AL LLC bank accounts in, Kyle Scott and Mrs. Maxime Scott enabled Defendant to execute unauthorized monthly deductions amounting to $1.2 million in fraudulent withdrawals.

79. Defendant’s Unjust Enrichment Totaling $3.4921 Million Defendant has unjustly enriched itself $3.4921 million through unauthorized deductions and profits from the auction of Plaintiff's Arizona Properties: Arizona Properties No.1 and Arizona Properties No. 2. Between 2018 and 2022, Defendant, in alleged collusion with Kyle Scott, exploited forged documentation falsely identifying Kyle Scott's company "Axcent" as the Operating Manager for Plaintiff 's companies Endeavor 1 LLC and

Endeavor AL LLC. Using this falsified authority, Kyle Scott opened bank accounts for Endeavor 1 LLC and Endeavor AL LLC at Bank of America (BOA) in the state of Arizona, designating only himself and his wife, Mrs. Maxime Scott, as account signers (Exhibit "61"). These accounts were then used to initiate unauthorized monthly automatic deductions purportedly as repayments for the fraudulent loan. Despite Plaintiff's repeated objections, Defendant refused to halt these deductions,ultimately withdrawing approximately $1.2 million and $2.2921 million profits from Plaintiff's properties AZ Property No. 1 and AZ Property No. 2. totaling $3.4921 Million.

80. Plaintiff, nearing the age of 60, invested almost her entire life savings of $698,475—earned through decades of hard work—to purchase AZ Property No. 1 and AZ Property No. 2. However, all the benefits and profits from Plaintiff's properties were completely taken by Defendant and Kyle Scott through their collusion. Since making the final payment for the properties on December 31, 2018, Plaintiff has not received a single dollar in return. Her life, along with that of her school-aged son, who relied on her support, fell into extreme hardship. Plaintiff was forced to work as a janitor to provide for herself and her son, often sleeping in abandoned restrooms to survive. In desperation, Plaintiff traveled multiple times to Arizona to demand Deed of AZ Property No. 1 and AZ Property No. 2 from Kyle Scott, only to be met with hostility and ultimately thrown out of

his office.

81. After two years of Plaintiff's repeated efforts, Kyle Scott disclosed the existence of Defendant's loan for the first time on August 2020. Plaintiff swears that It was not until August 2020 that Kyle Scott informed Plaintiff for the first time about a supposed loan with a bank called Customers Bank, alleging that Plaintiff owed $3.05 million. This shocking revelation caused Plaintiff severe mental anguish, triggering a relapse of her hereditary depression. On multiple occasions, she attempted suicide but was fortunately saved by her son, who intervened in time. Plaintiff was rushed to the hospital for emergency treatment and later transferred to a psychiatric hospital in Illinois for further care. Although Plaintiff was educated in China, she has been unable to work in the United States due to her limited English proficiency and a hereditary mental illness. Prior to immigrating, Plaintiff had suffered from this mental illness for over 10 years and had been receiving treatment at a psychiatric hospital in Shanghai. Since arriving in the U.S., Plaintiff has not been employed, remaining at home in Illinois to care for household duties and transport her son to and from school. She continues to receive psychiatric medication and has undergone inpatient treatment at Dupage County Hospital in Illinois. For this reason, Maricopa County in Illinois once appointed a government official as a guardian for the Plaintiff, Plaintiff was under the guardianship of the Dupage County Public Guardian. (Exhibit "62"). However, due to

the severity of the Plaintiff's condition, the Plaintiff was forced to return to China in 2023 to undergo nearly a year of psychiatric treatment (Exhibit "63").

IX . CONCLUSION

On October 24, 2023, to conceal a $3.05 million loan erroneously disbursed due to the Defendant's error stemming from a fraudulent real estate purchase contract, the Defendant exploited the Plaintiff—a new immigrant with limited English proficiency suffering from hereditary depression. During a closing conducted without the Plaintiff's knowledge or presence, the Defendant colluded with a notary public with whom they maintained a long-standing illicit benefits relationship (who had previously conspired with the Defendant in 2021 to fraudulently obtain two SBA PPP loans). Together, they fabricated real estate valuations to deceive the Small Business Administration (SBA), forged the Plaintiff's signature, and illicitly affixed the seal of the Maricopa County Recorder's Office in Arizona to produce two fraudulent Deeds of Trust.

Furthermore, they forged the following documents across California, Illinois, and Arizona:

- False commitment letters
- Loan Agreements
- Promissory Notes
- Deeds of Trust
- Mortgages
- Assignments of Leases and Rents
- Unconditional Guarantees
- Risk Disclosure Statements
- Customer Identification Forms
- Identity Affidavits
- Signing Affidavits
- Notarial journals

These actions ultimately resulted in the illegal auction of the Plaintiff's two properties.

X. CLAIMS FOR RELIEF

1. Constitutional Remedies

a) Award damages for violations of the Fifth Amendment to the U.S. Constitution;

b) Award restitution for Fourteenth Amendment violations pursuant to 42 U.S.C. § 1983.

2. RICO Treble Damages (18 U.S.C. § 1964(c))

Order Defendants to pay treble damages under 18 U.S.C. § 1964(c) (Civil RICO) for engaging in a pattern of racketeering activity involving SBA fraud and document forgery between 2021 and 2023.

3. Constitutional Tort Damages

Order Defendants liable for constitutional tort damages under the Fifth and Fourteenth Amendments for the unlawful deprivation of Plaintiff's property without due process.

4. Rescission of Fraudulent Loans

Order the Small Business Administration (SBA) to rescind the fraudulent loans.

5. Punitive Sanctions

a) Statutory fines:

o Mail/Wire Fraud (18 U.S.C. §§ 1341, 1343): $[Amount]

o SBA Fraud (18 U.S.C. § 1001) b) Revocation of the implicated notary public's commission.

6. Equitable Relief

a) Imposition of a constructive trust over auction proceeds;

b) Compel Defendants to produce fully audited accounting of all fraudulently obtained SBA funds.

RESPECTFULLY SUBMITTED this 14 day July 2025.

/s/ Yang Shao

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Defendant

ORIGINAL of the foregoing e-filed
this 14 day of July, 2025, with:

Clerk of the Court–United States District Court for the Eastern District of Pennsylvania

/s/ Yang Shao

YANG SHAO

Attorney for Plaintiff