IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA

HAND UP MINISTRIES, INC, an Oklahoma company; Plaintiff, v. U.S. SMALL BUSINESS ADMINISTRATION, 409 3rd Street SW Washington, D.C. 20416 Defendant.	)	Case No. CIV-23-1009-SLP

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

Plaintiff, Hand Up Ministries, Inc., alleges against the Defendant, as follows:

Parties and Jurisdiction

1. Plaintiff, Hand Up Ministries, Inc. is an Oklahoma company doing business in Oklahoma City, Oklahoma.

2. Defendant, Small Business Administration ("SBA") is an independent agency of the Federal Government whose mission is to help American start, build, and grow businesses.

3. The Defendant was the agency responsible for administering Covid-19 loans under the COVID-19 Economic Injury Disaster Loan (EIDL) and EIDL Advance programs.

4. This District Court has jurisdiction arising under The CARES Act, 15 U.S.C. 9009 and 28 U.S.C. § 1331 as this matter presents a federal question under the Act; and The Declaratory Judgment Act under 28 U.S.C. §§ 2201 and 2202

5. Venue for this action properly lies in the Western District of Oklahoma pursuant to 28 U.S.C. § 1391 because the Plaintiff is considered to reside in this judicial district and a

substantial part of the event or omissions giving rise to the claim occurred in this judicial district.

Facts Common to All Claims

6. On or about January 5, 2022 the SBA presented a Reminder that Plaintiff was to being making loan repayments under an alleged EIDL loan, bearing loan number ******9102, for $500,000.00 See Exhibit 1, "Reminder."

7. Plaintiff never applied for this EIDL loan, nor did Plaintiff receive this loan.

8. Plaintiff contacted the SBA and advised them that Plaintiff did not apply for this loan, nor receive this loan. In response, the SBA sent the Plaintiff an identity theft letter with certain steps to take to further assist in reporting identify theft for EIDL loans. See Exhibit 2

9. Plaintiff complied with the SBA's identity theft letter and provided the SBA with an Identity Theft Report with the Federal Trade Commission, a copy of the driver's license for the officer of Plaintiff, and a declaration of identity theft on June 23, 2023. See Exhibit 3.

10. The SBA acknowledged receipt of the foregoing referenced email on June 23, 2023. See Exhibit 4.

11. Plaintiff has again on July 31, 2023 requested that the SBA provide them with sufficient information to determine who made this loan, where the funds were deposited, and any other details that may help them learn who was involved and how this loan was created in their name. See Exhibit 5.

12. No other response has been forthcoming from the SBA to Plaintiff concerning this alleged loan.

First Cause of Action– Injunction – Rule 65

13. Plaintiff incorporates the allegations set forth above.

14. Defendant has asserted that Plaintiff must begin repaying the alleged loan after December 25, 2023.

15. Plaintiff seeks to enjoin the Defendant from requesting or forcing repaying of this alleged loan by Plaintiff.

16. Plaintiff maintains a substantial likelihood to prevail on the merits. The Defendant has failed to provide any corroborating information or documentation to support their assertion that Plaintiff applied for this loan or even received the funds.

17. Plaintiff stands to have irreparable financial harm inflicted on them by being forced to repay this alleged loan and possibly being denied credit, or an adverse credit rating for a loan they did not apply for, nor receive.

18. The threatened irreparable injury to Plaintiff outweighs any injury to the Defendant. Further Defendant should be required to expeditiously provide Plaintiff with the details and information of this alleged loan so that Plaintiff may perform and complete their own internal investigation and review to determine if someone affiliated with their organization took malicious and unauthorized steps to acquire this alleged loan.

19. The granting of this injunction is not adverse to the public interest. The public interest is served where an individual's rights are preserved and applied lawfully through the tenets of law expressed herein.

Second Cause of Action –Declaratory Decree

20. Plaintiff incorporates the foregoing allegations herein.

21. Plaintiff is entitled to a Declaratory Judgment that determines their rights as stated above with respect to the Defendant.

22. Plaintiff has a protected liberty interest in their good name, reputations, honor, and integrity, of which they cannot be deprived without due process.

23. Where Defendant asserts the Plaintiff is liable for a loan obligation, then they must prove and provide sufficient evidence that it was Plaintiff that made the loan obligation and received the funds.

24. That if the Defendant cannot show that it was Plaintiff that made and accepted this alleged loan, then it should be held and declared void and Plaintiff should be free from any and all obligations associated with this alleged loan.

25. That if Defendant cannot show it was Plaintiff that made and accepted this alleged loan, then it should not be able to take any further action against Plaintiff to collect repaying of this alleged loan, or initiate any negative credit reporting and adverse actions on Plaintiff as a result of this fraudulent loan.

Relief Requested

WHEREFORE, premises considered, Plaintiff, Hand Up Ministries, Inc., prays that this matter is tried to the Court and the Court renders judgment in favor of Plaintiff and against Defendant as follows:

26. On their First Cause of Action against the Defendant the Plaintiff prays that this Court will enjoin the Defendant from attempting to collect repayment of a fraudulent loan that was not applied for by Plaintiff, and who did not receive any funds from said loan, and;

27. On their Second Cause of Action against the Defendant the Plaintiff prays that this Court will find that Defendant has unlawfully denied Plaintiff their right to receive

complete information about the application and receipt of this alleged loan by someone other than the Plaintiff, their right to declare this loan invalid and fraudulent, and for the Defendant to take no adverse action unto Plaintiff and award for the Plaintiff their attorney's fees, expenses, costs, and all other relief deemed just and equitable in the premises.

Respectfully submitted,

s/ Chad C. Taylor
Chad C. Taylor
OBA # 18308
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VERIFICATION

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

I, David Nichols, have reviewed the foregoing Complaint and hereby attest that it is true and correct to the best of my personal knowledge and belief.

David Nichols

David Nichols

Subscribed and sworn to me before this 2nd day of November, 2023

(Seal)

Notary Public

My Commission expires:

PATRICK FAIRBAIRN
NOTARY SEAL PUBLIC 21003070
Notary Public
State of Oklahoma
Commission #21003070 Exp: 03/05/25