

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

-----	X	
	:	
UNIVERSAL LENDING DEPOT, LLC	:	
	:	<u>SUMMONS</u>
Plaintiff,	:	
	:	Index No. _____
	:	
vs.	:	
	:	
QUONTIC BANK, D/B/A QUONTIC	:	
WHOLESALE,	:	
	:	
Defendant.	:	
_____	X	

To the above named Defendants: Quontic Bank, d/b/a Quontic Wholesale

PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: October 5, 2023

LEBENSFELD SHARON & SCHWARTZ P.C.,
Attorneys for Plaintiffs,

By: /s/ Alan M. Lebensfeld
Alan M. Lebensfeld

5 Penn Plaza, 23rd Floor
New York, NY 10001
Tel: (212) 594-2030
Alan.lebensfeld@lsandpc.com

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

-----	X	
	:	
UNIVERSAL LENDING DEPOT, LLC	:	
	:	<u>COMPLAINT</u>
Plaintiff,	:	
	:	Index No. _____
	:	
vs.	:	
	:	
QUONTIC BANK, D/B/A QUONTIC WHOLESALE,	:	
	:	
Defendant.	:	
_____	X	

Plaintiff Universal Lending Depot, LLC, as and for its Complaint herein against Defendant Quontic Bank, by and through its attorneys, Lebensfeld Sharon & Schwartz P.C., alleges as follows:

SUMMARY OF ACTION

Plaintiff, Universal Lending Depot, LLC (“**ULD**” or the “**Company**”), a start-up wholesale and retail mortgage company, brings this action against Defendant Quontic Bank, d/b/a Quontic Wholesale (“**Quontic**”), a direct competitor of ULD, based upon its unlawful piracy scheme pursuant to which it raided and ultimately destroyed ULD’s fledgling business by, among other tortious conduct, hiring away ULD’s entire executive staff, including ULD’s President and Chief Executive Officer (James C. Hooper; “**Hooper**”), ULD’s Director of Credit (Marlette Owen, a/k/a Sandra Marlette Owen; “**Owen**”) and ULD’s Director of Sales, Tyler Ermisch (“**Ermisch**,” Hooper, Owen and Ermisch hereinafter are referred to collectively as the “**Pirated Employees**”).

In successfully effectuating its unlawful piracy scheme and with actual knowledge of Hooper’s Executive Employment Agreement with ULD and the fiduciary duties owed by the Pirated Employees’ to their employer, Quontic tortuously interfered with and/or intentionally

induced the breach of Hooper's employment agreement, and knowingly aided, abetted and assisted the Disloyal Employees' breaches of duty. Moreover, for a significant period time – the full length and breathe of which to be discovered – Quontic further sabotaged ULD's start-up operations by having the Disloyal Employees continue to be employed and paid by ULD while actually working for and providing mortgage services to Quontic.

As a proximate result of Quontic's tortious and malicious conduct as aforesaid, ULD's mortgage business has been left in shambles, resulting in ULD suffering millions of dollars in damages. Consequently, ULD seeks an award of compensatory and punitive damages against Quontic, among other relief.

THE PARTIES

A. *Plaintiff Universal Lending Depot, LLC*

1. ULD is a limited liability company duly organized and existing under the laws of the State of Delaware, with its principal offices and place of business located at 21 North Avenue East in Cranford, New Jersey.

2. ULD is a start-up retail and wholesale mortgage lending company, which is licensed, or is in the process of being licensed, in more than thirty (30) States in the United States.

3. Unlike a retail mortgage broker who works with individual borrowers, a wholesale mortgage lender is an institution that funds mortgages and offers them to third parties, such as a bank, credit union, mortgage broker or independent mortgage company or professional lender.

B. *Defendant Quontic Bank*

4. Quontic is a Federal Savings Association, chartered by the Office of the Comptroller of the Currency of the United States (the "OCC"). It is known as a digital Bank and

is a CDFI (Community Development Financial Institution), with its brick and mortar loan production offices located in New York City and in Miami, Florida.

5. Quontic engages in the banking, retail and wholesale mortgage businesses throughout the United States, including within the State of New York.

6. Quontic is described in its website “[a]s a mission-driven CDFI, [and] ... one of the fastest growing wholesale lenders in the country.” It actively has sought mortgage brokers – such as Hooper – to partner with its Wholesale Division to grow its business.

7. But for Quontic’s unlawful conduct as described herein, ULD would have been its direct competitor in the wholesale mortgage business.

8. On or about October 5, 2022, Quontic entered into a Consent Order with the OCC (the “**Consent Order**”), based upon the OCC’s findings that the Bank: (i) had engaged “in unsafe or unsound practices, including those relating to strategic planning and implementation, management and board oversight, audit, risk management and mortgage banking activities;” and (ii) had “engaged in violations of law, rule, or regulation, as a result of the Bank’s inadequate risk management practices,” among other improper practices.

9. Ironically in light of its piracy scheme at bar, the Consent Order required Quontic specifically to address issues relating to its mortgage banking and risk management, including to submit to the Director of the OCC a Mortgage Lending Program dealing with its “compensation practices” such as the “total compensation and any incentive programs applicable to loan officers.”

C. *The Pirated Employees*

10. Hooper is an individual residing at 5514 E. Verde Lane, in Phoenix, Arizona.

11. Quontic’s website describes Hooper as an experienced “Senior Financial Executive who excels in business development and building effective sales teams” in the mortgage lending

industry.” Hooper allegedly possesses a “proven track record in starting up mortgage companies and [b]uilding them.”

12. Hooper’s *curriculum vitae*, as presented by him to ULD at the time of his employment, stated that he had a “24-year professional career ... with extensive experience as an executive leader in the wholesale and non-delegated TPO [third-party mortgage originations] platforms.”

13. Hooper currently is employed by Quontic as its Senior Vice President/Production Manager.

14. Owen is an individual maintaining places of residence at 2450 E. Honeysuckle Place and/or at 3680 E. Powell Place in Chandler, Arizona.

15. Owen currently is employed by Quontic in Arizona.

16. Ermisch is an individual maintaining a place of residence in Dallas, Texas.

17. Ermisch currently is employed by Quontic in Texas.

THE RELEVANT FACTS

A. *ULD’s Start-up and Organization*

18. ULD was formed on January 4, 2022, by the filing of a Certificate of Formation with the Secretary of State of Delaware.

19. As succinctly described in its Operating Agreement duly adopted by its Members (including Hooper) on September 15, 2022, ULD was founded and organized “to invest in ... the business of originating residential mortgage loans both retail and wholesale ..., and to conduct business in any state for any lawful purpose to the fullest extent set forth in the Delaware General Corporations Law, as amended from time to time, and to do any and all things necessary, convenient, or incidental to that purpose.”

20. In order to lawfully establish its retail and wholesale mortgage lending business, ULD sought out experienced mortgage executives such as the Pirated Employees to lead its efforts in securing licensing, to address compliance issues, to obtain bonds and insurance, to set-up the technology framework for the conduct of its business, and to originate and manage the required administrative procedures necessary for the company's successful establishment and operation.

B. *ULD Employs Hooper to Lead the Company's Organization and Start-up Operations*

21. On or about September 9, 2022, ULD and Hooper entered into an Executive Employment Agreement (the "**Executive Agreement**;" see Exhibit "A" hereto).

22. Pursuant to the terms of said agreement, Hooper was retained by ULD to serve as its President and Chief Executive Officer, and was expected to and agreed "to make major contributions to the short-term and long-term profitability, growth and financial strength of the Company."

23. Hooper's duties and responsibilities were outlined in the Executive Agreement to be "consistent with Executive's position as President of the Company, as determined by the Members of the Limited Liability Company."

24. In particular, Hooper agreed that his hiring by ULD was predicated upon the foundation that he would "work to create and manage a new wholesale (Third-party origination) division in addition to his duties managing the presently existing retail mortgage operations of the Company."

25. In accepting employment with ULD, Hooper agreed to "perform such services which are not inconsistent with his position, [to] promote the interests of the Company and [to] render such other services as are normally associated with and incident to such position...."

26. As President and Chief Executive Officer of ULD, Hooper agreed to “always conduct himself, by way of his actions, demeanor, and appearance, in a manner befitting the office of President of a successful financial institution.”

27. Hooper further agreed “to serve the Company faithfully and to the best of his ability under the direction of the Members of the Limited Liability Company. [He agreed to] ... devote his reasonable efforts and substantially all his productive time and attention during working hours to the performance of his duties as President.”

28. The Executive Agreement also provided, in relevant part, as follows:

Non-Competition and Non-Solicitation

(a) During the Executive's employment with the Company, the Executive agrees that he will not, directly or indirectly, enter into or participate (whether as owner, partner, shareholder, officer, director, salesman, consultant, employee, principal, or in any other relationship or capacity) in any business operating or providing mortgage or mortgage-related services in any State or Country in which the Company or its affiliates are operating or providing services, if such business directly or indirectly, through subsidiaries or otherwise, offers, manages or performs business activities and services the same as or similar in whole or in part to Company (a "Competing Entity....

(b) During Executive's employment with the Company and for eighteen (18) months after the termination of the Executive's employment hereunder for any reason or for no reason, the Executive shall not (i) induce any person who is at the time an employee of the Company to leave the employ of the Company or (ii) employ, hire, engage, or endeavor to entice away from the Company any such person, or any customer or referral source of business including without limitation sources of wholesale business of the Company or its affiliates or (iii) attempt to limit or interfere with any business agreement or relationship existing between the Company and/or its affiliates and a third party. To the maximum extent permitted by law, these non-solicitation restrictions shall extend not only to Executive, but also to any company affiliated with Executive and to any company owned and/or operated by an immediate family member of Executive.

Non-Disclosure of confidential Information and Intellectual Property Rights.

(a) Executive shall maintain in strict confidence and shall use and disclose only as authorized by Company, all information of a competitively sensitive and proprietary nature that he receives verbally or in writing while interacting with Company. Such information includes, but is not limited to, all information and

materials belonging to, used by, or in the possession of Company and its affiliated businesses relating to their products, processes, services, technologies, inventions, patents, ideas, contracts, forms, records, data, financial information, business strategies, pricing, marketing plans, customer lists, and trade secrets of every kind and character. Company shall take reasonable steps to identify for the benefit of Executive any information of competitively sensitive or proprietary nature, including by using confidentiality notices in written material where appropriate. ...

(d) Upon termination of Executive's employment with the Company, the Executive will promptly deliver to the Company any Confidential Materials relating to the Company and its affiliates, which Executive possesses or has under his control at that time....

29. In consideration of Hooper's compliant performance of the duties and responsibilities outlined in his Executive Agreement, ULD agreed to pay Hooper a base salary of \$500,000 per year, and to provide to him with a signing "bonus" of \$150,000 (the "**Signing Bonus**"), together with reimbursement of business expenses.

30. Hooper commenced his employment with ULD as its Chief Executive and President effective as of September 23, 2022.

31. From September 2022 through and including June 2023, Hooper was paid salary by ULD in the approximate amount of \$415,000, although for a significant period of that time, he also – albeit secretly – was employed by Quontic.

32. Pursuant to the terms of Hooper's Executive Agreement, on November 3, 2022, December 2, 2022, January 6, 2023, February 3, 2023 and March 2, 2023, ULD made installment payments to Hooper in satisfaction of his Signing Bonus in the amount of \$30,000 each, or \$150,000 in the aggregate.

33. In addition to the salary, bonus and benefits provided to Hooper in the Executive Agreement, ULD also agreed to grant to Hooper a five (5%) membership interest in the Company.

C. *The Company's Operating Agreement*

34. On or about September 15, 2022, ULD adopted the Universal Lending Depot, LLC Operating Agreement (the “**Operating Agreement**”), which was duly executed by Hooper and the Company’s Managing Member. In connection therewith, Hooper was granted a five (5%) percent membership interest in the company (the “**Membership Interest**”).

35. In consideration of ULD’s grant of the Membership Interest and pursuant to the terms of the Operating Agreement, Hooper agreed to “perform his ... duties: (i) in good faith, (ii) in a manner [he] ... reasonably believes to be in the best interests of the Company, and (iii) with the care that an ordinarily prudent person in a like position would use under similar circumstances....”

36. Hooper further agreed that he would “owe the other Members and the Company the duty of utmost good faith and loyalty.”

37. The Operating Agreement prohibited any Member, including Hooper, from voluntarily withdrawing from the Company.

D. *ULD Employs Owen and Ermisch*

38. Having secured the executive services of Hooper to lead the company’s start-up operations, on September 23, 2022, ULD employed the executive services of Owen to serve as its Director of Credit, at a salary of \$2,307.70 per week, or \$120,000 per year.

39. From September, 2022 until June 2023, ULD paid Owen salary in the aggregate amount of \$90,000, although for a significant period of that time, she also – albeit secretly – was employed by Quontic.

40. On November 7, 2022, ULD employed Ermisch to serve in the executive capacity of its Director of Sales, at a salary of \$3,750 per week, or \$195,000 per year.

41. From November 2022 until June 2023, Ermisch was paid salary by the Company in the aggregate amount of \$145,000, although for a significant period of that time, he also – albeit secretly – was employed by Quontic.

E. *The Company Leases Office Space in Arizona and Texas*

- **The Arizona Lease**

42. On May 9, 2023, at a time when unbeknownst to ULD, Hooper and/or the other Pirated Employees secretly were working for Quontic, ULD, as tenant, and 501 Gateway, LLC, as landlord, entered into a 67-month Lease (the “**Lease**”) for office premises located at 501 North 44th Street, Suite 120, in Phoenix, Arizona (the “**Arizona Premises**”). The base rent over the term of the Lease will aggregate \$570,536.67.

43. ULD entered into the Lease for the singular purpose of establishing business offices in Arizona, wherein Hooper and Owen reside and from which they could conduct the Company’s retail and wholesale mortgage business.

44. But for Hooper’s and Owen’s residences in Arizona and retention as employees of the Company, ULD would not have leased the Arizona Premises.

45. Following Quontic’s execution of its piracy scheme, ULD attempted to terminate the Lease but its landlord refused to do so, resulting in the Company’s continued liability thereunder.

- **The Texas Lease**

46. On November 29, 2022, ULD as tenant, and International Workplace Group, as landlord, entered into a month-to-month Office Agreement for office space located at 2150 S. Central Expressway, Suite 200, in McKinney, Texas (the “**Texas Premises**”), at a monthly rental of \$700 per month.

47. ULD secured the Office Premises for the singular purpose of establishing a business office in Texas, wherein Ermisch resided and from which he could conduct the Company's retail and wholesale mortgage business.

48. But for Ermisch's residence in Texas and retention as an employee of the company, ULD would not have leased the Texas Premises.

F. *Hooper's Employment by Quontic*

49. Sometime after becoming a Member of ULD and its Chief Executive Officer in September 2022, Quontic solicited Hooper and secretly commenced negotiations with him for the purpose of hiring him away from ULD to serve as its Senior Vice President and Production Manager.

50. In an Affidavit recently filed by George Lazaridis, Quontic's Chief Executive Officer, in a companion action filed by ULD against Hooper and Owen pending in the New Jersey Superior Court (see *Universal Lending Depot, LLC v. Hooper, et. al.*, Union County, Docket No. UNN-L-002442-23), Quontic has admitted that "[i]n February 2023, [it] started considering James C. Hooper as a candidate for the position of Senior Vice President and Production Manager"—all while Hooper was employed by ULD as its President and Chief Executive Officer and purportedly was engaged on a full-time basis in the process of establishing ULD's mortgage business.

51. Lazaridis further admitted in his aforesaid Affidavit that "[f]rom February to March 2023"—again while Hooper supposedly was engaged in establishing a mortgage business for ULD competitive to Quontic—"I negotiated with Mr. Hooper the terms of his engagement by Quontic. Some of the interviews and negotiations occurred in person in New York. Others occurred over the phone."

52. Upon information and belief, during those interviews and negotiations, Quontic learned of Hooper's executive position with ULD and of his Executive Agreement, as well as of the other Pirated Employees' positions at the Company.

53. In or about March 2023 – if not earlier in time – Hooper, without ULD's knowledge or consent, in violation of his fiduciary duties owed to the Company and in material breach of both the Executive Agreement and the Company's Operating Agreement, secretly obtained and commenced employment with Quontic as its Senior Vice President and Production Manager.

54. At the time it hired away Hooper, Quontic possessed actual knowledge of his Executive Agreement, his employment by ULD as its President and Chief Executive Officer, and/or his status as a Member of ULD.

55. Continuing through July 11, 2023 when he officially resigned his position at ULD, Hooper, without disclosure to ULD, improperly and unlawfully was employed by and performed mortgage services for Quontic as its Senior Vice-President and Production Manager, while purporting at the same time to be working for and while getting paid by ULD, all with Quontic's actual knowledge.

56. Pursuant to the terms and conditions of his employment as President and Chief Executive Officer of ULD, Hooper had agreed to work to create and manage a new wholesale (Third-party origination) division for the Company – not one for the benefit of Quontic – in addition to his duties managing its retail mortgage operations.

57. Contrary to the terms of his Executive Agreement as aforesaid and by virtue of his "dual" employment at ULD and Quontic, Hooper materially failed to create and manage

a new wholesale (Third-party origination) division for the Company, and failed to properly manage its retail mortgage operations.

58. During the period when he improperly and unlawfully maintained “dual” employment at ULD and Quontic, with Quontic’s knowledge and at its direction, Hooper failed to promote the interests of ULD and failed to render the services normally associated with and incident to his position as President and Chief Executive Officer of the Company – all in material breach of the Executive Agreement and in violation of the undivided fiduciary duties of loyalty, good faith, care and full disclosure that he owed to ULD as a matter of law.

59. During the period when he improperly and unlawfully maintained “dual” employment by ULD and Quontic, with Quontic’s knowledge and at its direction, Hooper failed to serve ULD faithfully and to the best of his ability, and failed to devote his reasonable efforts and substantially all his productive time and attention during working hours to the performance of his duties as President and Chief Executive Officer; all in material breach of the Executive Agreement.

60. Upon information and belief, during the course of his improper and unlawful “dual” employment at ULD and Quontic, Hooper, at Quontic’s direction, improperly solicited and induced Owen and Ermisch to join with and work for Quontic, both while they were still employed by ULD and thereafter.

61. As a result of Quontic’s acts of commercial piracy as aforesaid, the Pirated Employees continue to be employed by and/or work for Quontic.

**AS AND FOR A FIRST CAUSE OF ACTION – AIDING AND ABETTING –
THE PIRATED EMPLOYEES’ BREACHES OF FIDUCIARY DUTY**

62. ULD repeats and realleges paragraphs “1” through “61” hereof as if here fully set forth.

63. Pursuant to applicable Delaware and New York law, Hooper, as President, Chief Executive Officer and a Member of ULD, owed to ULD undivided fiduciary duties of care, loyalty, good faith and full disclosure.

64. Pursuant to applicable Delaware and New York law, Owen and Ermisch as executive employees of ULD, owed to ULD undivided fiduciary duties of care, loyalty, good faith and full disclosure.

65. Hooper’s “dual” employment by Quontic while employed by ULD as its President and Chief Executive Officer, and his solicitation and/or inducement, at Quontic’s direction, of Owen and Ermisch to leave their employment at ULD to join with him at Quontic, among other improper conduct, constitute fundamental and material breaches of Hooper’s undivided fiduciary duties of care, loyalty, good faith and full disclosure owed to the Company.

66. Owen’s and Ermisch’s “dual” employment by Quontic while employed by ULD in executive capacities, among other improper conduct, constitute fundamental and material breaches of their undivided fiduciary duties of care, loyalty, good faith and full disclosure owed to ULD.

67. With full and actual knowledge of the Pirated Employees’ fiduciary duties owed to ULD, Quontic intentionally and knowingly facilitated, assisted, and/or aided and abetted, their breaches of fiduciary duty owed to ULD.

68. As a proximate result of Quontic’s aiding and abetting of the Disloyal Employees’ fundamental and material breaches of fiduciary duty as aforesaid, ULD has suffered millions of

dollars in monetary damages, the precise amount of which to be determined and calculated during discovery herein and established at trial.

69. Quontic’s unlawful conduct as aforesaid was intentional, malicious and in wanton and willful disregard of ULD’s rights, and was intended to and did cause injury to ULD.

70. ULD’s remedy at law is inadequate to fully protect and preserve its rights and its business.

AS AND FOR A SECOND CAUSE OF ACTION – INTENTIONAL INTEFERENCE WITH CONTRACT, AND/OR INDUCEMENT OF BREACH OF CONTRACT

71. ULD repeats and realleges paragraphs “1” through “70” hereof as if here fully set forth.

72. With actual knowledge of the Executive Agreement and ULD’s Operating Agreement, Quontic tortiously induced the breach of those contracts, and/or tortiously and materially interfered therewith.

73. Quontic’s actions and conduct, as hereinabove set forth, were not justified or sanctioned by the rules of the game.

74. Quontic’s actions and conduct, as hereinabove set forth, were malicious and intentional, were undertaken in willful and wanton disregard of ULD’s rights, and were intended to and did cause injury to the Company.

75. As a proximate result of Quontic’s tortious conduct as aforesaid, ULD has suffered millions of dollars in monetary damages, the precise amount of which to be determined and calculated during discovery herein and established at trial.

76. ULD’s remedy at law is inadequate to fully protect and preserve its rights and its business.

**AS AND FOR A THIRD CAUSE OF ACTION –
EMPLOYEE PIRACY**

77. ULD repeats and realleges paragraphs “1” through “76” hereof as if here fully set forth.

78. Quontic purposefully targeted the Pirated Employees with the specific purpose and intent of convincing them to terminate their executive employment at ULD so as to prevent ULD from competing with it in the wholesale mortgage lending business.

79. At the time Quontic targeted and hired away the Pirated Employees, it had knowledge that their resignation from ULD would cause substantial, immediate and irreparable harm to ULD’s start-up business.

80. Quontic’s acts of employee piracy, as hereinabove set forth, were not justified as a matter of law.

81. Quontic’s acts of employee piracy, as hereinabove set forth, were malicious and intentional, were undertaken in willful and wanton disregard of ULD’s rights, and were intended to and did cause injury to the Company.

82. As a proximate result of Quontic’s unlawful conduct as aforesaid, ULD has suffered millions of dollars in monetary damages, the precise amount of which to be determined and calculated during discovery herein and established at trial.

83. ULD’s remedy at law is inadequate to fully protect and preserve its rights and its business.

**AS AND FOR A FOURTH CAUSE OF ACTION –
UNFAIR COMPETITION**

84. ULD repeats and realleges paragraphs “1” through “83” hereof as if here fully set forth.

85. Quontic's predatory actions and unfair business conduct as aforesaid constitutes the tort of unfair competition.

86. Quontic's predatory actions and unfair business conduct as aforesaid were intentional, willful and malicious, and/or were undertaken in reckless disregard of ULD's lawful rights and legitimate business interests.

87. As a proximate result of Quontic's unfair competition as aforesaid, ULD has suffered millions of dollars in monetary damages, the precise amount of which to be determined and calculated during discovery herein and established at trial.

88. ULD's remedy at law is inadequate to fully protect and preserve its rights and its business.

WHEREFORE, ULD respectfully requests that the Court enter Judgment against Quontic and in favor of ULD as follows:

A. Temporarily, preliminarily and permanently restraining and enjoining Quontic and any and all of its subsidiaries, affiliates, successors, shareholders, directors, officers, employees, managers, members and agents from, directly or indirectly:

(i) Soliciting, inducing or enticing any employee of ULD to leave its employ to join Quontic for a period of eighteen (18) months from the date of termination of Hooper's employment with ULD;

(ii) Soliciting, inducing or enticing away from ULD any customer or referral source of business, including without limitation sources of wholesale business of the company or its affiliates, for a period of eighteen (18) months from the date of termination of Hooper's employment with ULD;

(iii) Disclosing or utilizing ULD information of a competitively sensitive and proprietary nature that it received from the Disloyal Employees while they were employed by or interacting with ULD, including but not limited to all information and materials belonging to, used by, or in the possession of company and its affiliated businesses relating to their products, processes, services, technologies, inventions, patents, ideas, contracts, forms, records, data, financial information,

business strategies, pricing, marketing plans, customer lists, and trade secrets of every kind and character; and

(v) Attempting to limit or interfere with any business agreement or relationship existing between ULD and/or its affiliates and a third party; and

B. Awarding to ULD and against Quontic any and all compensatory damages suffered by the company as a result of its wrongful conduct, together with interest thereon;

C. Awarding to ULD and against Quontic punitive damages in an amount to be determined by the Court; and

D. Awarding to ULD and against Quontic such other and further relief, whether in equity or in law, as the Court deems proper under the facts and circumstances herein presented.

Dated: October 5, 2023

LEBENSFELD SHARON & SCHWARTZ P.C.,
Attorneys for Plaintiff, Universal Lending Depot,
LLC,

By: /s/ Alan M. Lebensfeld
Alan M. Lebensfeld

5 Penn Plaza, 23rd Floor
New York, NY 10001
Tel: (212) 594-2030
Alan.lebensfeld@lsandspc.com