

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA**

WENCESLAUS PROVOST, JR.,

Plaintiff,

v.

FIRST GUARANTY BANK, *et al.*

Defendants.

Civil Action No.:

2:18-cv-08845

SECOND AMENDED COMPLAINT

Plaintiff Wenceslaus Provost, Jr. (“Plaintiff” or “Mr. Provost”) brings this lawsuit and files this Second Amended Complaint against Defendants First Guaranty Bank and Glenn Duhon seeking all available relief under the Equal Credit Opportunity Act (“ECOA”), 15 U.S.C. § 1691 *et seq.*; the Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. § 1962 *et seq.*; and the law of unjust enrichment in the state of Louisiana.

I. INTRODUCTION

1. This case alleges a discriminatory scheme by First Guaranty Bank and its Senior Vice President Glenn Duhon to profit at the expense of, impair and extinguish the sugarcane farm of Wenceslaus Provost, Jr., one of the last remaining African-American sugarcane farmers in Louisiana.

2. Mr. Provost is an experienced and skilled sugarcane farmer. He grew up working extensively on his father’s sugarcane farm, and when he launched his own farm in 2008, he received the award for Iberia Parish Farm Bureau Farmer of the Year due to his outstanding

farming practices. Yet, despite Mr. Provost's evident competency, First Guaranty Bank, which provided him with crop loans to operate his farm, engaged in multiple unlawful acts through its Senior Vice President Glenn Duhon to drive Mr. Provost out of the sugarcane farming business.

3. Sugarcane farmers often depend heavily on annual crop loans that are guaranteed by the United States Department of Agriculture ("USDA") to finance their farming operations. To operate his sugarcane farm, Mr. Provost applied for USDA-guaranteed crop loans from First Guaranty Bank. From 2007 through 2015, First Guaranty Bank and Senior Vice President Duhon committed multiple acts of misconduct to deprive Mr. Provost of timely, adequate and fair loans to effectively operate his farm. Specifically, First Guaranty Bank and Senior Vice President Duhon:

- i. routinely instructed Mr. Provost to sign blank crop loan applications;
- ii. unilaterally filled out the terms of those crop loan applications without disclosing the completed applications to Mr. Provost;
- iii. required Mr. Provost to unnecessarily assume unrelated, significant debt belonging to his father as a condition of receiving crop loans;
- iv. required Mr. Provost to provide excessive collateral as a condition of receiving crop loans;
- v. required Mr. Provost to lease equipment to a sugar mill on highly unfavorable terms as a condition of receiving crop loans;
- vi. prohibited Mr. Provost from operating through a limited liability corporation;
- vii. prohibited Mr. Provost from purchasing his father's farmland;
- viii. required Mr. Provost to reduce the acreage of his farm as a condition of receiving crop loans;
- ix. repeatedly awarded Mr. Provost crop loans that were substantially smaller in value than what was requested and necessary to effectively operate his farm;
- x. modified, without disclosure, Mr. Provost's loan applications to reduce his loan amounts by, among other actions, photocopying his signature;

- xi. repeatedly and without disclosure diverted monies from Mr. Provost's crop loans to prematurely discharge debts from prior years' crop loans;
- xii. repeatedly and without disclosure diverted monies from Mr. Provost's crop loans to discharge non-guaranteed loans maintained by First Guaranty Bank;
- xiii. delayed, without disclosure, the approval of Mr. Provost's loan applications in 2012 and 2014;
- xiv. routinely charged Mr. Provost unreasonably inflated interest rates on crop loans and non-guaranteed loans;
- xv. rejected Mr. Provost's crop loan applications in 2013 and 2015;
- xvi. forced Mr. Provost alone to pay down three loans taken by his father even though Mr. Provost's two brothers were also co-signers on those loans; and
- xvii. repeatedly failed to disclose to Mr. Provost the multiple adverse credit actions and decisions made by the bank regarding the loans awarded to him.

4. First Guaranty Bank and Mr. Duhon did not treat similarly situated white farmers in the same manner.

5. To effectuate the scheme, First Guaranty Bank and Senior Vice President Duhon made multiple, knowing misrepresentations to USDA through crop loan applications and other communications. Those material misrepresentations allowed First Guaranty Bank and Senior Vice President Duhon to secure valuable USDA loan guarantees while simultaneously concealing from USDA that they were saddling Mr. Provost with unwanted and unnecessary debts and diverting substantial crop loan funds to improperly discharge other loans.

6. The unlawful ECOA violations committed by Defendants was unknowable to Mr. Provost until at least May 2014, when a whistleblower employed at the local office of the Farm Service Agency ("FSA"), a division of USDA, alerted Mr. Provost that he was being treated differently by First Guaranty Bank than other sugarcane farmers, who were white.

7. The unlawful RICO violations committed by Defendants were unknowable until at least April 2015, when that same whistleblower employed at FSA allowed Mr. Provost to access critical documents, including loan-related materials submitted by First Guaranty Bank to USDA. Those documents revealed to Mr. Provost for the first time that First Guaranty Bank and Senior Vice President Duhon had engaged in a pattern of fraudulent misrepresentation to USDA to the detriment of Mr. Provost.

8. The effect of Defendants' misconduct was predictable and known to Defendants: without access to timely and sufficient crop loan monies, and subject to unfair loan terms and multiple other discriminatory acts, Mr. Provost was unable to generate a sufficient yield from his farming operations and was ultimately forced to exit the sugarcane farming business in 2015. The financial and emotional costs to Mr. Provost and his family as a result of Defendants' misconduct were severe, including the loss of their business and home and the need for psychological treatment for depression and anxiety.

9. This lawsuit filed by Mr. Provost seeks to recover the damages that were caused by Defendants' violations of ECOA, violations of RICO, and unjust enrichment. Mr. Provost seeks statutory, compensatory, consequential, treble, and punitive damages, as well as restitution, disgorgement of ill-gotten monies, injunctive relief, and reasonable attorneys' fees.

II. PLAINTIFF

10. Wenceslaus Provost, Jr. resides in New Iberia, Louisiana. Until the events described herein, Plaintiff was a respected and award-winning African-American sugarcane farmer.

III. DEFENDANTS

11. First Guaranty Bank is a bank headquartered in Hammond, Louisiana. It operates 25 branches, and 20 of those branches are located in Louisiana.

12. Glenn Duhon is the Senior Vice President and Regional Manager of First Guaranty Bank and a resident of Vermilion Parish.

IV. JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction over Plaintiff's claims under federal law pursuant to 28 U.S.C. § 1331, which confers jurisdiction over "all civil actions arising under the Constitution, laws, or treaties of the United States."

14. Venue is proper pursuant to 28 U.S.C. § 1391 as this is a judicial district in which at least one Defendant resides, and all defendants are residents of the State of Louisiana.

15. This Court has supplemental jurisdiction over Plaintiff's state-law claim pursuant to 28 U.S.C. § 1367(a), which confers federal subject matter jurisdiction over "all other claims that are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy." As discussed below, Plaintiff's state-law claim arises from a common set of operative facts—*i.e.*, his loan activities with Defendants—and is so related to the claims in the action within the original jurisdiction of the Court that they form part of the same case or controversy.

16. This court has personal jurisdiction over the Defendants. First Guaranty Bank is incorporated in, and has its principal place of business in, the State of Louisiana, and it engaged in the misconduct alleged herein in the State of Louisiana. Senior Vice President Duhon resides in the State of Louisiana, and all of his misconduct alleged herein occurred in the State of Louisiana.

V. FACTS

A. Background on Sugarcane Farming

17. Sugarcane farming has been an important part of Louisiana's economy since the 1700s. Sugarcane is produced on more than 400,000 acres of land in 22 Louisiana parishes—with production of approximately 13 million tons yearly. About 17,000 employees are involved in the production and processing of sugarcane in Louisiana.

18. Less than a generation ago, there were approximately 60 African-American families engaged in sugarcane farming, and many of those families operated multiple farms. Following the loss of Mr. Provost's farm, only four sugarcane farms operated by African-Americans remain in Louisiana.

19. Most sugarcane farmers secure and rely on crop loans each year. The loan proceeds are expended on items such as farm equipment, fuel, seeds, fertilizer, pesticides, insurance, labor, land rental, repairs, and general farm operating expenses. Sugarcane farmers who rely on crop loans must receive timely and sufficient crop loans to operate their farms effectively.

20. One type of loan available to sugarcane farmers is a loan provided by a financial institution that is guaranteed by USDA. The Guaranteed Farm Loan Program operated by USDA helps farmers obtain loans from USDA-approved commercial lenders at reasonable terms to finance agricultural production. Financial institutions benefit from the safety net provided by USDA, which guarantees farm loans up to 95 percent against possible financial loss of principal and interest.

21. With a Guaranteed Farm Loan, the lender is USDA's customer, not the loan recipient. The lender and loan recipient complete an Application for Guarantee and submit it to the FSA in their lending area. An FSA loan officer reviews the application for eligibility,

repayment ability, adequacy of collateral, and compliance with other regulations, and if the applicant meets those requirements, the request is approved. FSA subsequently issues the lender a conditional commitment outlining the terms of the loan guarantee and indicating that the loan may be closed. The lender then closes the loan and advances funds to the applicant, after which the FSA staff issues the guarantee. The lender makes the loan and services it to conclusion. In the event the lender suffers a loss, FSA will reimburse the lender according to the terms and conditions specified in the guarantee.

22. In determining the amount of crop loans to provide to sugarcane farmers, financial institutions and FSA typically rely on credible estimates of the cost of sugarcane production. In Louisiana, Louisiana State University's Agricultural Center ("LSU") establishes widely-respected guidelines for sugarcane production that are relied upon by financial institutions and FSA to determine loan amounts. LSU's guidelines provide specific instructions regarding the estimated cost of production per acre of sugarcane in Louisiana.

23. During the period 2008 through 2015, LSU guidelines estimated that the cost of sugarcane production ranged between \$500 and \$700 per acre.

24. Interviews with white sugarcane farmers in Louisiana verify that they received loans of approximately \$500-\$700 per acre from financial institutions to operate their farms, which is consistent with LSU guidelines.

25. According to LSU guidelines, in order to operate a sugarcane farm effectively, farmers must apply fertilizer and pesticides by March and must plant new sugarcane no later than August 30. According to LSU guidelines, if sugarcane is planted in September, the farm is expected to yield five tons less per acre than if it was planted in August. Similarly, if sugarcane is planted in October, the farm is expected to yield ten tons less per acre as compared to planting by

August. For these reasons, farmers must receive crop loans by early March in order to satisfy the timeline established by LSU guidelines.

26. Historically, lending practices for African American farmers in the South, including Louisiana, have been replete with discrimination. Even after the end of the Jim Crow era and into the late 20th Century, it took an average of three times longer for USDA to process a black farmer's loan application than a white farmer's loan application. This systemic discrimination led to the nationwide class action of *Pigford v. Glickman* against USDA, alleging racial discrimination against African-American farmers in USDA's allocation of farm loans and assistance between 1981 and 1996. Settled in 1999, the *Pigford* case provided almost \$1 billion to more than 13,300 farmers under the settlement's consent decree, which is reportedly the largest civil rights settlement to date.

27. The claims in *Pigford* shined a glaring light on the fact that while the law and regulations implementing loans to farmers were colorblind, the people carrying them out were not. Denial of fair loan terms to black farmers and preferential treatment of white farmers forced many black farmers out of agriculture during the 20th century. The Defendants here—as with the bad actors in the *Pigford* matter—have effectively and discriminatorily forced a decorated African American farmer out of the agriculture business and stripped him of his home and other assets.

B. Background on Mr. Provost and His Sugarcane Farm

28. Mr. Provost's father was a sugarcane farmer and operated a farm covering approximately 4,000 acres, most of which was leased. At the age of six, Mr. Provost first began working on his father's farm. While Mr. Provost attended high school, he worked on his father's farm every day after school. When Mr. Provost graduated from high school, his father provided him access to 21 acres of farmland so that Mr. Provost could start his own sugarcane farm.

29. By 1994, Mr. Provost was ranked first in the state for his non-quota sugarcane yield per acre and was awarded the state's high yield award. From 1994 through 2007, Mr. Provost's farm grew from 21 acres to 300 acres, and during that time period, his yield was at or above the state average each year.

30. Due to Mr. Provost's extraordinary farming practices, he received multiple awards. In 2008, he received the "Young Farmers and Ranchers Achievement Award" in recognition of his "Outstanding Contribution to Agriculture" from the Farm Bureau of Louisiana. In 2008, Mr. Provost also received the prestigious award of Iberia Parish Farm Bureau Farmer of the Year due to his exemplary farming practices. In 2010 and 2012, he won awards for "Outstanding Accomplishments in the Conservation of Soil, Water, And Related Natural Resources" from the Iberia Soil and Water Conservation District. In 2010, he was elected to Vermillion Parish's Sugarcane Advisory Committee.

31. Mr. Provost's father had obtained crop loans to operate his farm from Mid-South Bank. In 2006, Mid-South Bank exited the business of providing loans to sugarcane farmers. The next year, Mr. Provost's father chose to retire from sugarcane farming.

32. In 2007, Mr. Provost decided to expand his farming operations. He replaced his father as the lessee on multiple farmland leases and soon operated a sugarcane farm comprised of approximately 4,300 acres. That same year, Mr. Provost entered into a 14-year contract with the sugar mill M.A. Patout & Son, Ltd, LLC ("M.A. Patout"), which required the mill to harvest and purchase all of the sugarcane grown on Mr. Provost's farm until 2021.

33. Because Mid-South Bank had exited the business of providing crop loans, Mr. Provost obtained a temporary, one-year crop loan from M.A. Patout on March 21, 2007. M.A. Patout provided that non-guaranteed, one-year loan with the expectation and understanding that

Mr. Provost would secure crop loans from a traditional bank in subsequent years. The loan agreement between Mr. Provost and M.A. Patout provided that he would discharge the loan entirely with the proceeds from the sale of his sugarcane. M.A. Patout pays farmers for their sugarcane yield during the following year, on a monthly basis, between March and November. Accordingly, Mr. Provost was expected and obligated to pay the 2007 crop loan from the sugarcane sale proceeds he would receive on a monthly basis between March and November of 2008. Indeed, the only collateral that M.A. Patout secured for the crop loan was a lien on the proceeds from the sale of Mr. Provost's sugarcane harvested in 2007.

34. After Mr. Provost secured a temporary crop loan from M.A. Patout for the 2007 season, he obtained all subsequent crop loans from First Guaranty Bank. From 2008 through 2015, Mr. Provost annually applied for crop loans from First Guaranty Bank to finance the operation of his farm.

C. First Guaranty Bank Instructed Mr. Provost to Sign Blank Crop Loan Applications

35. From 2008 until the termination of his farm in 2015, whenever Mr. Provost applied for a crop loan from First Guaranty Bank, he specifically requested that the bank provide a crop loan amount that was based on the annual per-acre recommendations established by LSU. Mr. Provost made those requests when meeting with one or more bank executives, including Senior Vice President Duhon, each year.

36. From 2008 until the termination of his farm in 2015, whenever Mr. Provost applied for a crop loan, First Guaranty Bank instructed him to merely sign a blank application. This allowed First Guaranty Bank to unilaterally insert the terms for the crop loan application, including the amount and the interest rate. First Guaranty Bank subsequently submitted each application to FSA for review and concurrence, without first showing the application to Mr. Provost. In fact, the

first time that Mr. Provost ever saw his completed crop loan applications was when a whistleblower at FSA provided him access to those documents beginning in April 2015.

37. When completing Mr. Provost's crop loan applications, First Guaranty Bank did not employ LSU's guidelines. Rather, First Guaranty Bank employed crop input and revenue calculations based on *ad hoc* internal decision-making. Upon information and belief, First Guaranty Bank's use of internal *ad hoc* crop input and revenue calculations, rather than the LSU guidelines, is a term and condition of the loan process that was not applied to similarly situated white farmers. Due to First Guaranty Bank's knowledge of the LSU guidelines, the bank knew that its practice of providing loan funds for insufficient amounts, or later in the season, would cause Mr. Provost's farm to ultimately fail.

38. While entirely controlling the application process for loans provided to Mr. Provost, First Guaranty Bank chose not to, and failed to, provide information to Mr. Provost regarding the availability of loan options or other financial assistance that held terms and conditions similar to loans provided to white sugarcane farmers.

39. In 2009, Mr. Provost attempted to secure an accountant to assist with operating the finances of his farm. Yet, First Guaranty Bank dissuaded him from doing so. Senior Vice President Duhon told Mr. Provost that there was no need for him to hire an accountant because the bank "will catch things better than any accountant."

D. First Guaranty Bank Imposed Unreasonable Conditions on Mr. Provost to Provide His First Crop Loan

40. Despite Mr. Provost's substantial experience in sugarcane farming, First Guaranty Bank imposed multiple unreasonable and onerous requirements and restraints on his first application for a crop loan, which was submitted on January 30, 2008. Those requirements and

restraints remained in effect and harmed Mr. Provost's farming operations through the termination of his farm in 2015.

41. First, First Guaranty Bank refused to permit Mr. Provost to operate his farm through a limited liability corporation, as is standard practice in the sugarcane industry. Mr. Provost had previously incorporated a limited liability corporation called Wenceslaus Provost Jr. Farms LLC in March 2007 for the purposes of operating his farm. When he applied for a crop loan in 2008, First Guaranty Bank refused to award him a loan if he operated, or received funds through, that limited liability corporation. Instead, First Guaranty Bank insisted that Mr. Provost dissolve the limited liability corporation in 2009 and secure the crop loan in his personal capacity. The effect of this unreasonable prohibition is that Mr. Provost's assets, including his home and bank accounts, were now more vulnerable to being seized by the bank in the event of default. First Guaranty Bank routinely permitted similarly situated white farmers to operate their sugarcane farms through limited liability corporations.

42. Second, First Guaranty Bank required Mr. Provost to assume certain debts of his father as a condition of applying for a crop loan. Mr. Provost's father had an outstanding emergency loan for \$234,000 that his father secured from FSA; Mr. Provost was *not* a co-signer on that loan. Although Mr. Provost had absolutely no interest in assuming his father's emergency loan, and although there was no legal reason for Mr. Provost to do so, First Guaranty Bank nonetheless required Mr. Provost to assume the loan as a condition of applying for a crop loan for his own farm. Mr. Provost and his father strongly opposed forcing Mr. Provost to assume the debt of his father, which was unrelated to Mr. Provost's farming operations, and Mr. Provost articulated his opposition repeatedly to First Guaranty Bank, including to Senior Vice President Duhon. First

Guaranty Bank did not require similarly situated white farmers to assume the unrelated debts of their parents as a condition of providing crop loans to these farmers.

43. Third, First Guaranty Bank required Mr. Provost to purchase his father's equipment, which Mr. Provost had absolutely no interest in purchasing. Mr. Provost's father owned farming equipment—consisting of two combines, seven dump wagons and four trailers—that he leased to M.A. Patout, which in turn primarily used the equipment to harvest the crops of other farmers in the region, who were nearly all white. M.A. Patout had secured highly favorable terms for itself on the lease from Mr. Provost's father, as the mill was only obligated to make payments to him (of 73 cents per ton) when the equipment was used on his farm; he received *no* payment when the equipment was used on other farms (which constituted the bulk of the equipment's use). As a condition of providing Mr. Provost a crop loan, First Guaranty Bank required Mr. Provost to purchase that same equipment from his father and simultaneously lease it to M.A. Patout under the same exact unattractive terms—even though Mr. Provost informed the bank that he did not want to buy that equipment. Specifically, as a condition of First Guaranty Bank applying for and providing a crop loan to Mr. Provost, First Guaranty Bank required Mr. Provost to take a non-guaranteed loan for \$495,000 on May 1, 2008 in order to purchase his father's equipment and refinance his personal residence. In other words, First Guaranty Bank saddled Mr. Provost with an unwanted loan in order to provide M.A. Patout access to equipment at unusually favorable and submarket rates, so that M.A. Patout could primarily use that equipment to harvest the sugarcane of white farmers. After Mr. Provost purchased the equipment, M.A. Patout maintained total possession of the equipment and primarily used it to harvest sugarcane grown by white farmers, without compensating Mr. Provost for that use. Additionally, all payments made by M.A. Patout under the lease agreement were provided directly to First Guaranty

Bank, not Mr. Provost, as a means of discharging Mr. Provost's \$495,000 equipment loan. Indeed, First Guaranty Bank held a lien on such equipment lease payments.

44. Fourth, as noted above, as a condition of providing Mr. Provost a crop loan, First Guaranty Bank required him to refinance his home mortgage, which was originally financed by First National Bank of Jeanerette. Yet, Mr. Provost had never requested that his personal residence be refinanced and, further, was not delinquent nor in default on his residential mortgage held by First National Bank of Jeanerette. Notably, First Guaranty Bank took a first lien position on Mr. Provost's home in 2008 as a condition of providing the \$495,000 loan. First Guaranty Bank did not subject similarly situated white sugarcane farmers who obtained crops loans to similar residential mortgage or collateral requirements.

45. Fifth, while First Guaranty Bank forced Mr. Provost to purchase his father's used equipment, which Mr. Provost had no interest in purchasing, the bank prohibited Mr. Provost from purchasing his father's farmland. Mr. Provost's father owned approximately 140 acres of land on which he farmed; he leased the remainder of his farmland. Mr. Provost sought to purchase the 140 acres with a loan from First Guaranty Bank, yet the bank refused to lend him the money to do so. Instead, First Guaranty Bank required that the land be sold to M.A. Patout, which later leased the land to white farmers. Despite this treatment of Mr. Provost, First Guaranty Bank permitted similarly situated white farmers to obtain loans to purchase land on which they would farm.

46. Sixth, First Guaranty Bank was only willing to provide a crop loan to Mr. Provost if the funds were disbursed to Mr. Provost under a lender-supervised loan system. First Guaranty Bank's supervised loan system required Mr. Provost to obtain the bank's prior approval before spending loan funds on any crop operating expenses, including land rental, fertilizer, fuel, chemicals, equipment repairs, seeds, and farm labor. As described below, First Guaranty Bank's

control over the expenditure of Mr. Provost's loan proceeds allowed the bank to improperly divert crop loan funds and prevented Mr. Provost from operating in accordance with LSU guidelines. First Guaranty Bank did not require that similarly situated white farmers receive crop loans under a lender-supervised loan system.

E. First Guaranty Bank Selectively Forced Mr. Provost to Discharge His Father's Loans

47. Before expanding his own farm in 2008, Mr. Provost and his two older brothers co-signed three loans that were provided to their father: (1) a \$363,000 equipment loan; (2) a \$450,000 real estate loan; and (3) a \$1,126,251 crop loan, which was reduced to approximately \$120,000 by 2008.

48. Although there were three co-signers on those three loans, First Guaranty Bank only enforced those loans as to Mr. Provost. First Guaranty Bank never sought payments or assets from Mr. Provost's brothers to pay down those loans—even though those brothers possessed assets and capital, were customers of First Guaranty Bank and were equally responsible for those loans. Such targeting of Mr. Provost for collection evidences the bank's intent to terminate his sugarcane farm, as his brothers were gainfully employed in other industries but not operating sugarcane farms.

49. First Guaranty Bank forced Mr. Provost to make payments on his father's three loans with portions of the \$495,000 non-guaranteed loan described above (which First Guaranty Bank required Mr. Provost to borrow as a condition of receiving crop loans). From Mr. Provost's \$495,000 non-guaranteed loan, First Guaranty Bank unilaterally paid: (1) \$47,000 of his father's \$450,000 real estate loan; (2) a portion of his father's \$363,000 equipment loan; and (3) \$120,000 of his father's crop loan. Mr. Provost never requested that any of those payments be made and never authorized those payments.

F. Crop Loans Provided by First Guaranty Bank to Mr. Provost Were Too Small and Inconsistent with Standard Practice and LSU Guidelines

50. In every year in which First Guaranty Bank executed a loan application for Mr. Provost, the bank ignored his requests and provided him with a USDA-guaranteed crop loan that was substantially lower in value than the amount he needed—and the amount recommended by LSU guidelines—to operate his farm effectively. First Guaranty Bank treated similarly situated white farmers very differently, routinely providing them with crop loans that were substantially higher in value per acre.

51. When First Guaranty Bank provided loans to Mr. Provost, they awarded him approximately half per acre what Mid-South Bank had provided his father. Mid-South Bank provided Mr. Provost's father with annual crop loans worth, on average, approximately \$1.6 million for a farm that covered approximately 4,000 acres, which is equal to approximately \$400 per acre. Yet, during 2008 through 2014, First Guaranty Bank provided Mr. Provost with an annual crop loan that, on average, equaled only approximately \$228 per acre.

52. Meanwhile, similarly situated white farmers in New Iberia and Vermillion parishes received substantially more per acre in crop loans, typically well-within the recommendations of the LSU guidelines, which range from \$500 to \$700 per acre. For example, one white farmer in Iberia Parish who contracts with M.A. Patout to sell his sugarcane received \$535 per acre in crop loans from First Guaranty Bank.

53. At the beginning of the 2008 sugarcane crop year, Mr. Provost registered, with FSA, his intent to farm 4,326.33 acres of sugarcane. That year, sugarcane production cost was estimated by LSU guidelines to equal \$644.99 per acre. Yet, on March 3, 2008, First Guaranty Bank only awarded Mr. Provost a crop loan in the amount of \$841,000, which is equal to approximately \$194 per acre. As a result, after weeding and fertilizing, Mr. Provost had no

available funds to repair or purchase equipment in 2008. Even worse, he lacked sufficient funds to compensate laborers to plant seed cane until November, three months later than LSU guidelines, which note a drastically smaller yield if the sugarcane is not planted by the end of August. As a result, Mr. Provost's yield was materially smaller than what he would have generated had the crop loan been of adequate size. These tangible and damaging consequences of receiving insufficient loan amounts were replayed in similar form each subsequent year in which Mr. Provost obtained a crop loan from First Guaranty Bank.

54. At the beginning of the 2009 sugarcane crop year, Mr. Provost registered, with the FSA, his intent to farm 4,295.47 acres of sugarcane. That year, sugarcane production cost was estimated by LSU guidelines to equal approximately \$600 per acre. Yet, on March 6, 2009, First Guaranty Bank only awarded Mr. Provost a crop loan in the amount of \$826,500, which is equal to approximately \$192 per acre.

55. At the beginning of the 2010 sugarcane crop year, Mr. Provost registered, with FSA, his intent to farm 4,045.82 acres of sugarcane. That year, sugarcane production cost was estimated by LSU guidelines to equal \$605.16 per acre. Yet, on February 24, 2010, First Guaranty Bank only awarded Mr. Provost a crop loan in the amount of \$827,000, which is equal to about \$204 per acre.

56. At the beginning of the 2011 sugarcane crop year, Mr. Provost registered, with FSA, his intent to farm 3,769.41 acres of sugarcane. That year, sugarcane production cost was estimated by LSU guidelines to equal \$623 per acre. Yet, on February 17, 2011, First Guaranty Bank only awarded Mr. Provost a crop loan in the amount of \$841,200, which is equal to about \$223 per acre.

57. At the beginning of the 2012 sugarcane crop year, Mr. Provost registered, with FSA, his intent to farm 3,373.20 acres of sugarcane. That year, sugarcane production cost was estimated by LSU guidelines to equal \$674.23 per acre. Yet, on April 14, 2012, First Guaranty Bank only awarded Mr. Provost a crop loan in the amount of \$1,066,000, which is equal to about \$316 per acre.

58. At the beginning of the 2014 sugarcane crop year, Mr. Provost registered with the Farm Service Agency, his intent to farm 1,277.37 acres of sugarcane. That year, sugarcane production cost was estimated by LSU guidelines to equal \$647.33 per acre. Yet, on June 19, 2014, First Guaranty Bank only awarded Mr. Provost a crop loan in the amount of \$308,250, which is equal to about \$241 per acre.

59. Notably, in 2014, Mr. Provost signed the crop loan application on February 28. First Guaranty Bank then forged Mr. Provost's signature, by photocopying it, onto three other applications and dated all of them April 14, 2014. First Guaranty Bank transmitted the first application to FSA on April 17, 2014, with a request for \$308,250, and then transmitted a second application on May 7, 2014 that reduced the requested loan amount by \$20,000 to \$288,250. Only after FSA complained about the reduction did First Guaranty Bank submit a third application on May 9, 2014, restoring the loan amount to \$308,250.

60. The above calculations for how much Mr. Provost annually received per acre in crop loans do not reflect the lower amount of funds that were actually available to Mr. Provost each year after the bank unlawfully made unilateral diversions from his crop loans, as detailed below.

61. First Guaranty Bank's underfunding of Mr. Provost's farm had the predictable and intended effect of substantially lessening the yield from, and undermining the viability of, his sugarcane farm.

G. First Guaranty Bank Diverted Funds from Mr. Provost's Crop Loans in 2008-2012 to Prematurely Discharge Debts from Prior Crop Loans

62. Between 2008 and 2012, First Guaranty Bank improperly and fraudulently diverted funds from Mr. Provost's crop loans to discharge debts from his prior year's crop loans.

63. For each crop loan awarded to Mr. Provost, the loan terms specified that the loan would be entirely discharged from the *proceeds of the sale* of his sugarcane that was harvested that year. As noted above, the proceeds from those sugarcane sales were paid on a monthly basis by M.A. Patout to Mr. Provost during March through November of the following year. Yet, between 2008 and 2012, instead of allowing Mr. Provost to pay down the prior year's crop loan debt from the associated *crop sale proceeds* as stipulated in the loan agreements, First Guaranty Bank diverted, without disclosure to or authorization from Mr. Provost, substantial funds from each year's *crop loan* to discharge the prior year's crop loan debt. This misuse of crop loan funds is prohibited and had the predictable effect of inhibiting Mr. Provost from generating a sufficient yield each year.

64. The reason these improper diversions of funds materially harmed Mr. Provost is the timing of the diversions. First Guaranty Bank often provided Mr. Provost with crop loan proceeds in February or early March. Each year, Mr. Provost needed those funds immediately to operate his farm, including to spray herbicide in February and to plant sugarcane by August. Yet, soon after it provided Mr. Provost with crop loan funds, First Guaranty Bank routinely diverted a substantial share of those funds to pay down the prior year's crop loan debt, leaving Mr. Provost with significantly less monies to operate his farm. Had First Guaranty Bank complied with the

loan terms and statutory obligations, the bank would have allowed Mr. Provost to access the full amount of his crop loans to operate his farm and relied, instead, on the crop loan proceeds that Mr. Provost would be receiving later that year, on a monthly basis from March through November, to discharge the prior year's crop loan debts. In other words, between 2008 and 2012, First Guaranty Bank unlawfully and prematurely paid down crop loans provided by M.A. Patout and First Guaranty Bank by diverting crop loan monies specifically allocated for ongoing farm operating expenses, to the detriment of Mr. Provost. This scheme profited M.A. Patout and First Guaranty Bank, by awarding them substantial monies prematurely, and materially harmed Mr. Provost, by denying him timely access to funds that were supposed to be exclusively allocated for the operation of his farm.

65. To conceal the diversion of Mr. Provost's crop loans to discharge the prior year's debt, First Guaranty Bank and Senior Vice President Duhon routinely made knowing misrepresentations to FSA in loan applications. First Guaranty Bank and Senior Vice President Duhon submitted loan applications to FSA that specifically stated that outstanding crop loans from prior years would be exclusively paid with proceeds from crops sales. Furthermore, those loan applications forecast, to the cent, exactly how Mr. Provost would spend his crop loan funds on FSA-approved operating expenditures, such as fertilizer and labor. In those forecasts, First Guaranty Bank never disclosed that any crop loan funds would be diverted to discharge prior years' debts.

66. For example, in the 2008 crop loan application, First Guaranty Bank and Senior Vice President Duhon made knowing misrepresentations to FSA regarding the payment of outstanding debt for the 2007 crop loan that had been provided by M.A. Patout. Specifically, the loan application submitted to FSA states that the \$333,053 debt to M.A. Patout would "be paid

from 2007 cane equity,” and the loan application does not include such payment when itemizing the anticipated expenditures from the 2008 crop loan. When FSA approved the guarantee for the loan on February 21, 2008, the agency stated in a letter, “Funds will be used for family living and operating expenses.” Yet, when First Guaranty Bank awarded Mr. Provost a crop loan in the amount of \$841,000 on March 3, 2008, the bank promptly and improperly withdrew \$333,053 from Mr. Provost’s 2008 crop loan to make a final payment towards the 2007 crop loan that had previously been provided by M.A. Patout. In so doing, First Guaranty Bank unlawfully provided a financial benefit to M.A. Patout at Mr. Provost’s expense. The diversion left Mr. Provost with only \$491,000 to operate his farm, which only equals approximately \$113.5 per acre—a mere fraction of the amount recommended by LSU guidelines.

67. In the 2009 loan application, First Guaranty Bank and Senior Vice President Duhon made knowing misrepresentations to FSA regarding the payment of outstanding debt for the 2008 crop loan. Specifically, the loan application states that the remaining debt from the prior year’s crop loan would “be paid from molasses & equity payments,” and the loan application does not include such payment when itemizing the anticipated expenditures from the 2009 crop loan. Yet, when First Guaranty Bank awarded Mr. Provost a crop loan in the amount of \$826,500 on March 6, 2009, the bank promptly and improperly withdrew \$73,305 from Mr. Provost’s 2009 crop loan to make a final payment towards the 2008 crop loan that had previously been provided by First Guaranty Bank. The diversion left Mr. Provost with only \$753,195 to operate his farm, which only equals approximately \$175.35 per acre—a mere fraction of the amount recommended by LSU guidelines.

68. In the 2012 loan application, First Guaranty Bank and Senior Vice President Duhon made knowing misrepresentations to FSA regarding the payment of outstanding debt for the 2011

crop loan. Specifically, the loan application does not include such payment when itemizing the anticipated expenditures from the 2012 crop loan. Yet, after First Guaranty Bank awarded Mr. Provost a crop loan in the amount of \$1,066,000 on April 14, 2012, the bank promptly and improperly withdrew \$103,752 from Mr. Provost's 2012 crop loan to make a final payment towards the 2011 crop loan that had previously been provided by First Guaranty Bank. The diversion left Mr. Provost with only \$962,248 to operate his farm, which only equals approximately \$285.26 per acre—a mere fraction of the amount recommended by LSU guidelines.

69. When First Guaranty Bank made these diversions from Mr. Provost's crop loans to pay down prior years' crop loan debt, First Guaranty Bank failed to notify Mr. Provost of the diversion (or provide any reason for the diversion). First Guaranty Bank also concealed the completed loan applications, which contained the fraudulent representations and forecasts, from Mr. Provost, who only discovered them when he obtained documents from a whistleblower at FSA beginning in April 2015.

70. First Guaranty Bank's improper diversion of Mr. Provost's crop loan funds to discharge prior years' crop loan debts had the predictable and intended effect of substantially lessening the yield from, and undermining the viability of, his farm.

71. Upon information and belief, First Guaranty Bank and Senior Vice President Duhon did not divert monies from crop loans awarded to similarly situated white farmers in order to pay down prior years' crop loan debts.

H. First Guaranty Bank Diverted Funds from Mr. Provost's Crop Loans to Discharge Non-Guaranteed Loans in 2008 and 2009

72. In 2008 and 2009, First Guaranty Bank used its absolute control over Mr. Provost's application to fraudulently divert monies from his crop loans to pay for other, unrelated non-guaranteed loans.

73. To conceal the diversion of Mr. Provost's crop loan monies to discharge other, unrelated non-guaranteed loans, First Guaranty Bank made false statements and inputted false figures in loan applications that were submitted to the FSA. Specifically, in crop loan applications submitted in 2008 and 2009, First Guaranty Bank informed FSA that particular non-guaranteed debts would be paid exclusively from crop sale proceeds and also forecasted Mr. Provost would spend all the requested crop loan funds on specified farm operating expenses. In actuality, after the crop loans were approved, First Guaranty Bank improperly diverted some of those crop loan funds to pay down those non-guaranteed debts. These fraudulent diversions left Mr. Provost with substantially less funds from his crop loans to produce sugarcane and otherwise operate his farm.

74. For example, as noted above, on March 3, 2008, First Guaranty Bank awarded Mr. Provost a crop loan in the amount of \$841,000. As also noted above, on May 1, 2008, First Guaranty Bank forced Mr. Provost to obtain a non-guaranteed loan of \$495,000 to purchase his father's equipment and refinance his home mortgage. On that same day, First Guaranty Bank withdrew \$23,283.06 from the crop loan funds to pay down Mr. Provost's \$495,000 loan for his mortgage and equipment. First Guaranty Bank concealed that \$23,283.06 diversion by falsely stating in Mr. Provost's crop loan application that he would spend all the crop loan monies on itemized farm operating expenses.

75. As noted above, on March 6, 2009, First Guaranty Bank awarded Mr. Provost a crop loan in the amount of \$826,500. Soon thereafter, First Guaranty Bank improperly withdrew \$157,664.70 from the crop loan funds to make: (1) a \$94,931.70 payment on Mr. Provost's \$495,000 loan for his mortgage and equipment; (2) a \$46,002 payment on the \$234,000 emergency loan that was taken out by Mr. Provost's father; (3) a \$3,000 payment on a mortgage held by Mid-South Bank for land co-owned by Mr. Provost and his brothers; and (4) a \$13,731 payment to

cover a John Deere credit. In the 2009 loan application, First Guaranty Bank and Senior Vice President Duhon made knowing misrepresentations to FSA to conceal the diversion of \$157,664.70 from the 2009 crop loan. Specifically, the loan application states that all four above payments would be made from “Sale of Crops.” The loan application also states, in another section, that the \$94,931.70 payment on Mr. Provost’s \$495,000 loan would “be paid from cane equity” and that the John Deere credit would be “paid from equity left to collect.” The 2009 loan application also falsely states that all crop loan funds would be spent on itemized farm operating expenses.

76. When First Guaranty Bank unilaterally made each of these diversions from Mr. Provost’s crop loans in 2008 and 2009 to pay down non-guaranteed loans, First Guaranty Bank failed to notify Mr. Provost of the diversion (or provide any reason for the diversion). First Guaranty Bank also concealed the completed loan applications, which contained fraudulent representations and forecasts, from Mr. Provost, who only discovered them when he obtained documents from a whistleblower at FSA beginning in April 2015.

77. These misappropriations of Mr. Provost’s crop loans by First Guaranty Bank had the predictable and intended effect of materially lessening the yield from, and undermining the viability of, his farm.

78. Upon information and belief, First Guaranty Bank and Senior Vice President Duhon did not divert monies from crop loans awarded to similarly situated white farmers to pay down non-guaranteed loans.

I. First Guaranty Bank Charged Mr. Provost Inflated and Above-Market Interest Rates

79. First Guaranty Bank imposed artificially-inflated, above-market interest rates on all the loans that the bank provided to Mr. Provost, including each of the crop loans awarded during

2008 through 2014. These interest rates were consistently and substantially higher than interest rates typically charged to similarly situated white farmers by First Guaranty Bank during the same time period.

80. The following chart compares the interest rates charged on the annual crop loans received by Mr. Provost from First Guaranty Bank with the average annual prime rates during the same time period, *i.e.* 2008 through 2014.

Year	Interest Rate Charged on Mr. Provost's Crop Loans	Average Annual Prime Rate
2008	8.5%	5.0875%
2009	8.0%	3.25%
2010	7.5%	3.25%
2011	7.5%	3.25%
2012	6.9%	3.25%
2013	No crop loan provided	3.25%
2014	6.25%	3.25%

81. Meanwhile, similarly situated white farmers often received crop loans that charged interest rates that were only slightly above prime rates. For example, one white farmer in Iberia Parish obtained a \$4 million crop loan with an interest rate of 4.9 percent in 2018 when the prime rate was 4.75 percent.

82. First Guaranty Bank also charged excessively high interest rates on non-guaranteed loans provided to Mr. Provost, such as charging seven percent interest on the \$495,000 non-guaranteed loan provided to him in 2008.

83. First Guaranty Bank profited substantially by charging Mr. Provost excessive interest rates. Indeed, First Guaranty Bank managed to impose substantially above-market interest rates on low-risk loans to Mr. Provost that were 90-percent guaranteed by the federal government.

84. The excessively high interest rates that First Guaranty Bank charged Mr. Provost had the predictable and intended effect of materially lessening the yield from, and undermining the viability of, his farm.

J. First Guaranty Bank Required Mr. Provost to Reduce the Acreage that He Farmed

85. In 2013 and 2014, First Guaranty Bank and Senior Vice President Duhon insisted that Mr. Provost reduce the acreage that he farmed as a condition of the bank providing crop loans to him.

86. In 2013, although Mr. Provost had leased 2,410.27 acres of sugarcane, First Guaranty Bank and Senior Vice President Duhon expressly disallowed Mr. Provost from farming on 901.27 of those acres. Mr. Provost was only permitted by those Defendants to farm on 1,509 acres of sugarcane.

87. In 2014, although Mr. Provost had leased 1,277.37 acres of sugarcane, First Guaranty Bank and Senior Vice President Duhon expressly disallowed Mr. Provost from farming on 517.37 of those acres. Mr. Provost was only permitted by those Defendants to farm on 760 acres of sugarcane.

88. In both of those years, rather than provide adequate loan amounts to Mr. Provost that comported with LSU guidelines, First Guaranty Bank provided wholly insufficient loans and used those highly inadequate loan amounts as a pretext to insist that Mr. Provost shrink his farm.

89. The predictable effect of First Guaranty Bank requiring Mr. Provost to reduce the acreage of his farm was to materially diminish the profitability of the farm.

90. Upon information and belief, First Guaranty Bank and Senior Vice President Duhon did not require similarly situated white farmers to reduce the acreage of their farms as a condition of providing them crop loans.

K. First Guaranty Bank Delayed Awarding Crop Loans to Mr. Provost in 2012 and 2014

91. During 2008 through 2014, Mr. Provost applied for crop loans as early as possible. First Guaranty Bank informed Mr. Provost that he could not submit a crop loan application until M.A. Patout provided his end-of-the-year retainage documents. M.A. Patout routinely provided those retainage documents in January or early February, and at that point, First Guaranty Bank would allow Mr. Provost to submit a signed (but otherwise blank) crop loan application. Mr. Provost would request that the application be completed on the very date he submitted it to First Guaranty Bank, but the bank would reject that request out of hand.

92. In 2012 and 2014, although the applications were signed and submitted by Mr. Provost at the earliest possible date, First Guaranty Bank unnecessarily delayed the completion and submission of the applications to FSA for many weeks. These material and unnecessary delays harmed the operations of Mr. Provost's farm.

93. Meanwhile, First Guaranty Bank did not treat similarly situated white farmers in the same manner in 2012 and 2014. White farmers' crop loan applications in those years were typically finalized and executed promptly after their submission, permitting them to spray herbicide by March.

94. In 2012, although Mr. Provost submitted his application in early February, First Guaranty Bank did not approve the loan until April 12, which is long after LSU guidelines recommend the *completion* of applying fertilizer and herbicide spraying. Notably, the loan application is dated March 2, but that date was inserted by the bank, not Mr. Provost, as the bank

instructed Mr. Provost to sign and submit blank applications that were subsequently filled in by the bank.

95. In 2014, although Mr. Provost submitted his application on February 28, First Guaranty Bank did not approve the loan until June 19, which is *three months* after LSU guidelines recommend the *completion* of applying fertilizer and herbicide spraying.

96. During the period in which First Guaranty Bank delayed submission of the 2012 and 2014 loan applications, Mr. Provost repeatedly reached out to bank staff to no avail. The staff at First Guaranty Bank, including Senior Vice President Duhon, ignored many of Mr. Provost's calls and visits, and dismissively informed him that the bank was working on his applications.

97. Notably, First Guaranty Bank secured approval of crop loans on earlier dates in 2008, 2009, 2010 and 2011. Specifically, loans were approved on March 3, 2008, March 6, 2009, February 24, 2010 and February 17, 2011. This demonstrates that First Guaranty Bank had the capacity to provide Mr. Provost's loans in February or early March, but in 2012 and 2014, chose not to do so.

98. Delaying the approval and disbursement of crop loan funds to Mr. Provost had the predictable and intended effect of materially lessening the yield from, and undermining the viability of, his farm.

L. First Guaranty Bank Rejected Mr. Provost's Crop Loan Applications in 2013

99. At the beginning of the 2013 sugarcane crop year, Plaintiff registered with FSA his intent to farm 2,410.27 acres of sugarcane.

100. In 2013, First Guaranty Bank flatly refused to provide a crop loan to Mr. Provost and refused to accept his loan application.

101. In 2013, at least two landlords who leased their farmland to Mr. Provost contacted Senior Vice President Duhon and urged him to provide Mr. Provost a crop loan. Senior Vice President Duhon was unmoved and continued to reject Mr. Provost's loan application.

102. As a consequence, FSA Loan Officer William Husband pressured First Guaranty Bank to make some funds available to Mr. Provost. In response to that pressure, First Guaranty Bank re-advanced Mr. Provost limited funds from his 2012 line of credit, but the bank continued to refuse to provide a new crop loan to him.

103. As a result of First Guaranty Bank's rejection of his loan application, Mr. Provost requested the assistance of Kurt Guidry, a professor of agricultural economics at Louisiana State University and the regional director of Louisiana State University Agricultural Center, which assists farmers throughout the state. Professor Guidry carefully reviewed the financial status of Mr. Provost and his farm and concluded that (1) Mr. Provost should be awarded a crop loan, (2) the crop loan should be substantially higher per acre than prior loans he had received, (3) his debts were not so substantial as to warrant denial of such a loan, and (4) many sugarcane farmers with greater debt and worse economic circumstances have secured crop loans. Professor Guidry prepared 21 detailed business plan options for Mr. Provost to present to First Guaranty Bank in order to secure a crop loan. When Mr. Provost subsequently met with Senior Vice President Duhon in March 2014, Mr. Provost presented the document containing the 21 business plan options, but Senior Vice President Duhon refused to even review the document.

104. In May 2014, Mr. Provost contacted John Pierre, the Vice Chancellor of Southern University, to assist him in his efforts to secure a crop loan. In turn, Vice Chancellor Pierre contacted FSA and First Guaranty Bank and argued that Mr. Provost was deserving of a crop loan and that denial of his loan indicated racial discrimination. Vice Chancellor Pierre also contacted

Joe Leonard, Assistant Secretary for Civil Rights at USDA, to complain that Mr. Provost was being subjected to discriminatory treatment.

105. In the wake of the pressure exerted by Vice Chancellor John Pierre, First Guaranty Bank reversed course in 2014 and approved a crop loan application from Mr. Provost for that year.

106. As a result of USDA's heightened scrutiny of First Guaranty Bank's account with Mr. Provost, First Guaranty Bank substantially altered its disclosure procedures with Mr. Provost when it provided him the crop loan in 2014. Specifically, for the first time ever, First Guaranty Bank began sending Mr. Provost "Loan Disbursement Reports" *on a weekly basis* that detailed his available credit and crop loan funds drawn to date. Similarly, in 2014, First Guaranty Bank halted its unlawful practice of diverting crop loan funds to discharge other loans and debts that were supposed to be paid with crop sale proceeds.

M. First Guaranty Bank Rejected Mr. Provost's Crop Loan Applications in 2015

107. In January 2015, Mr. Provost attempted to apply for a crop loan with First Guaranty Bank.

108. Senior Vice President Duhon informed Mr. Provost that the loan application would not be processed on the grounds that Mr. Provost had too much debt.

O. First Guaranty Bank Forced Mr. Provost to Provide Excessive Collateral and Seized His Personal Assets After Denying Him a Crop Loan in 2015

109. When Mr. Provost applied for crop loans, First Guaranty Bank required Mr. Provost to provide excessive collateral as a condition of receiving those crop loans.

110. In 2008 and 2009, as a condition of providing crop and equipment loans to Mr. Provost, First Guaranty Bank took first lien positions on his personal residence, parents' residence, farmland, farm equipment, crops, crop sale proceeds, equipment lease payments, and crop and flood insurance. First Guaranty Bank did not require such excessive collateral from similarly

situated white farmers as a condition of providing crop loans to them; indeed, for many white farmers, the only collateral they had to provide for an annual crop loan was the potential yield from the sugarcane harvested on their farm that year.

111. After Defendants engineered the default of Mr. Provost on his crop loans through the misconduct discussed above, First Guaranty Bank collected on his collateral.

112. In November 2016, Mr. Provost filed a Chapter 12 Bankruptcy petition. In 2017 and 2018, First Guaranty Bank filed objections to Plaintiff's Chapter 12 reorganization plan, in order to ensure that the bank could seize Mr. Provost's assets. Although First Guaranty Bank continually failed to employ or comply with LSU guidelines when calculating and providing crop loans to Mr. Provost, the bank actually relied on and specifically referenced those same LSU guidelines when objecting to the crop input and revenue calculations in Mr. Provost's proposed Chapter 12 bankruptcy reorganization plan. Mr. Provost's Chapter 12 Bankruptcy petition was dismissed on February 7, 2018.

P. Injuries to Mr. Provost

113. Mr. Provost has suffered substantial financial and psychological injury due to Defendants' misconduct.

114. As a result of Defendants' misconduct, Mr. Provost has produced a materially lower yield from his farm since 2008 and thus collected significantly less revenue than he otherwise would have.

115. From 1994 through 2007, Mr. Provost's farm averaged a yield of approximately 5,000 lbs per acre. Yet, since obtaining crop loans from First Guaranty Bank in 2008 until the demise of his farm in 2015, the yield from Mr. Provost's farm plummeted by approximately 52%

to an average of approximately 2,400 lbs per acre. This sharp decline in yield per acre is a direct consequence of Defendants' misconduct described herein.

116. As a result of Defendants' misconduct, every year since 2008 in which Mr. Provost operated his farm, the size of his farm was reduced. In crop year 2008, Mr. Provost farmed 4,326.33 acres; in 2009, Mr. Provost farmed 4,295.47 acres; in 2010, Mr. Provost farmed 4,045.82 acres; in 2011, Mr. Provost farmed 3,769.41 acres; in 2012, Mr. Provost farmed 3,373.20 acres; in 2013, Mr. Provost farmed 2,410.27 acres; and in 2014, Mr. Provost farmed just 1,277.37 acres.

117. As a result of Defendants' misconduct, every year since 2008, Mr. Provost has generated substantially less profit from operating his farm than he otherwise would have.

118. As a result of Defendants' misconduct, Mr. Provost was forced to stop sugarcane farming in 2015.

119. As a result of Defendants' misconduct, Mr. Provost has lost and is in the process of losing all the collateral that was provided to First Guaranty Bank as a condition of receiving loans from the bank.

120. As a result of Defendants' misconduct, Mr. Provost lost his home in a foreclosure sale on September 25, 2018. In the foreclosure sale, his home was sold to First Guaranty Bank, the sole bidder in the auction.

121. As a result of Defendants' misconduct, Mr. Provost has outstanding loans with First Guaranty Bank totaling \$1,366,322.06. Those remaining loans include \$175,938.73 from the \$495,000 equipment loan that was forced on Mr. Provost by First Guaranty Bank; \$749,751.65 from the inadequate 2012 crop loan; and \$291,264.27 from the inadequate 2014 crop loan.

122. As a result of Defendants' misconduct, Mr. Provost has suffered substantial psychological and emotional distress. He and his wife have seen three psychologists since 2015

to treat depression, anxiety and suicidal thoughts stemming from the loss of his farm, the associated financial hardship, and the racial discrimination that he endured.

123. Due to Defendants' knowledge of the LSU guidelines, Defendants knew that their misconduct would extinguish Mr. Provost's farming operation and deprive him of his income, home, other assets, and livelihood.

124. In the absence of Defendants' misconduct, Mr. Provost would have operated since 2007, and would continue to operate for the foreseeable future, a profitable sugarcane farm on at least 4,300 acres, and he would have no outstanding debts with First Guaranty Bank, except for an annual crop loan that would be fully discharged with the sugarcane yield generated by his farm that same year.

125. In or after April 2015, FSA Loan Officer William Husband informed Mr. Provost that he had been systematically discriminated against by First Guaranty Bank and that, had the bank treated Mr. Provost in a non-discriminatory fashion, Mr. Provost would have likely generated the average sugarcane yield per acre in the Vermillion Parish. In fact, Mr. Husband drafted a "loss of revenue" spreadsheet that calculated the yield and revenue lost by Mr. Provost each year from 2008 through 2013 as a result of Defendants' misconduct. According to Mr. Husband's spreadsheet, Mr. Provost was deprived of \$20,396,636.06 in revenue just during the years 2008 through 2013 as a result of Defendants' misconduct.

Q. Decline of African-American Sugarcane Farmers in Iberia and Vermillion Parishes

126. There has been a widespread pattern of experienced African-American farmers in Iberia and Vermillion parishes—where Mr. Provost's farm was located—losing their farms to white farmers.

127. Between 2007 and 2012, there was a 44.7% decrease in African-American farm operators in Iberia Parish, compared with a 12.3% decrease in white farm operators.

128. Between 2002 and 2012, African-American farm operators decreased by 17% in Vermillion Parish, compared with a 6% increase in white farm operators.

129. In 1983, there were approximately 60 African-American families farming sugarcane in the area. By 2000, that number had dwindled to 17. Now, following the elimination of Mr. Provost's farm, there are only four African-American sugarcane farmers left in the whole state of Louisiana.

130. Many of these African-American sugarcane farmers, including Mr. Provost, lost their farms to less experienced white farmers.

R. Concealment and Tolling

131. Defendants affirmatively concealed their misconduct from Mr. Provost.

132. Until April 2015, despite exercising due diligence, Mr. Provost could not possibly have learned about the fraudulent misrepresentations made by Defendants to USDA. Defendants affirmatively concealed from Mr. Provost all misrepresentations made by First Guaranty Bank and Senior Vice President Duhon to USDA. Defendants have never disclosed to Mr. Provost any of the documents, communications, or actions that evidence their fraudulent misrepresentations. Mr. Provost was only able to discover the fraudulent misrepresentations when, in April 2015, FSA Loan Officer William Husband acted as a whistleblower and began providing Mr. Provost and his wife access to documents located in Mr. Husband's office. Those documents—including completed loan applications, other loan-related submissions by First Guaranty Bank to FSA, and communications between employees of First Guaranty Bank and FSA—provided insight into the fraudulent misrepresentations made by Defendants to USDA. Mr. Provost and his wife had never

seen (or received) those documents until Mr. Husband provided access to them; indeed, as described above, Defendants routinely instructed Mr. Provost to sign blank loan applications that they would subsequently and exclusively complete and submit, without disclosure of those completed documents to Mr. Provost. Accordingly, as a result of Defendants' fraudulent concealment, Mr. Provost's claim for violation of RICO was tolled until April 2015.

133. Until May 2014, despite exercising due diligence, Mr. Provost could not have possibly learned about the discriminatory misconduct engaged by Defendants, including that Mr. Provost was receiving lower crop loan amounts, with higher interest rates and greater collateral requirements, than similarly situated white farmers. Mr. Provost first learned that he was being singled out by Defendants in May 2014 from FSA Loan Officer William Husband, who informed Mr. Provost that he was a victim of racial discrimination and the only farmer "being treated this badly" by First Guaranty Bank. Following his conversations with Mr. Husband, Mr. Provost contacted and requested assistance from John Pierre, the Vice Chancellor of Southern University; Vice Chancellor Pierre, in turn, contacted USDA and First Guaranty Bank and argued that Mr. Provost was deserving of a crop loan and that denial of his loan indicated racial discrimination. Prior to his conversations with Mr. Husband, despite exercising due diligence, Mr. Provost did not discover and could not have reasonably discovered that he was subjected to racial discrimination. Mr. Provost did not have access to, and Defendants affirmatively concealed, the terms and implementation of loans provided to other similarly situated white farmers. Defendants also regularly failed to provide Mr. Provost with notice of adverse credit decisions taken by the First Guaranty Bank. Accordingly, as a result of Defendants' concealment, Mr. Provost's claim for violation of ECOA was tolled until May 2014.

134. The misconduct of the Defendants alleged herein were part of a consistent and continuing policy, pattern and practice of violating ECOA and RICO throughout the time period during which these Defendants were engaged with Mr. Provost. Mr. Provost's allegations challenge not just a single incident of misconduct but a continuing policy and practice of violating ECOA and RICO.

135. Pursuant to the delayed discovery rule and to the doctrines of fraudulent concealment, equitable estoppel, equitable tolling, and continuing violation, any applicable statutes of limitations affecting the right of Mr. Provost to pursue claims alleging violations of ECOA and RICO have been tolled. Mr. Provost exercised due diligence to learn of his legal rights and, despite the exercise of due diligence, did not discover and could not have discovered the misconduct that gives rise to claims for violations of ECOA and RICO at the time the misconduct occurred.

COUNT I
VIOLATION OF EQUAL CREDIT OPPORTUNITY ACT
(Against Defendants First Guaranty Bank and Glenn Duhon)

136. Plaintiff re-alleges all paragraphs above as if fully set forth herein.

137. Defendants First Guaranty Bank and Senior Vice President Duhon are "creditors" and Plaintiff is an "applicant" as defined in ECOA.

138. Under ECOA, a "credit transaction" means "every aspect of an applicant's dealings with a creditor regarding an application for credit or an existing extension of credit (including, but not limited to, information requirements; investigation procedures; standards of creditworthiness; terms of credit; furnishing of credit information; revocation, alteration, or termination of credit; and collection procedures)." 12 C.F.R. § 1002.2(m). Accordingly, every aspect of Plaintiff's

dealings with Defendants regarding Plaintiff's loan applications and servicing of existing loans were covered credit transactions under ECOA.

139. The acts of Defendants described above that involve denying Plaintiff equal access to loans, loan servicing programs and the terms and conditions of such loans were the result of racial discrimination in violation of the Equal Credit Opportunity Act, 15 U.S.C. § 1691(a), which makes it unlawful for any creditor to discriminate against any applicant, with respect to any aspect of a credit transaction, on the basis of race. Those violations of 15 U.S.C. § 1691(a) committed by Defendants include but are not limited to:

- i. instructing Plaintiff to sign blank loan applications so that Defendants could unilaterally fill out the terms;
- ii. requiring Plaintiff to unnecessarily assume unrelated, significant debt belonging to his father as a condition of receiving crop loans;
- iii. requiring Plaintiff to provide excessive collateral as a condition of receiving crop loans;
- iv. requiring Plaintiff to lease equipment to M.A. Patout on unfavorable terms as a condition of receiving crop loans;
- v. prohibiting Plaintiff from operating through a limited liability corporation;
- vi. requiring Plaintiff to reduce the acreage of his farm as a condition of receiving crop loans;
- vii. repeatedly awarding Plaintiff crop loans that were substantially smaller in value than what was requested and necessary to effectively operate his farm;
- viii. modifying Plaintiff's loan applications to reduce his loan amounts by, among other actions, forging his signature;
- ix. diverting monies from Plaintiff's crop loans to compensate M.A. Patout;
- x. repeatedly diverting monies from Plaintiff's crop loans to prematurely discharge debts from his prior year's crop loan;
- xi. repeatedly diverting monies from Plaintiff's crop loans to prematurely discharge non-guaranteed loans maintained by creditors;

- xii. routinely charging Plaintiff unreasonably inflated interest rates on both crop loans and non-guaranteed loans;
- xiii. delaying the approval of Plaintiff's loan application in 2012 and 2014;
- xiv. rejecting Plaintiff's crop loan applications in 2013 and 2015; and
- xv. forcing Plaintiff alone to pay down three loans taken by his father even though his older brothers were also co-signers on those loans.

140. Under ECOA, Defendants were required to provide Plaintiff with a written or oral notice, within a reasonable time, on each occasion that Defendants took an adverse action in relation to Plaintiff's loan applications or loan servicing of existing accounts.

141. Adverse actions under ECOA include but are not limited to "refusal[s] to grant credit in substantially the amount or on substantially the terms requested in an application" and "unfavorable change[s] in the terms of an account." 12 C.F.R. § 1002.2(c)

142. Defendants further violated ECOA by failing to notify Plaintiff of approval of, and adverse actions taken on, his loan applications and existing accounts within the timeframes set out under ECOA's regulations.

143. Defendants further violated ECOA by failing to provide 1) a statement of specific reasons for adverse actions taken on his loan applications and existing accounts; and 2) a disclosure of Plaintiff's right to a statement of such specific reasons within the timeframes set out under ECOA's regulations found in 12 CFR § 1002.9.

144. Defendants acted intentionally, maliciously, wantonly, recklessly, and in bad faith as described herein. Defendants' actions complained of herein were part of a consistent and continuing policy, pattern and practice of violating ECOA throughout the time period with which these Defendants were engaged with Plaintiff. Plaintiff's allegations challenge not just a single incident of misconduct but a continuing policy and practice of racial discrimination and failure to provide required notices in violation of ECOA. The illegality of these Defendants' actions was

fraudulently concealed from Plaintiff and not revealed until an FSA whistleblower verbally informed Plaintiff that he was a victim of discrimination in May 2014 and subsequently provided Plaintiff access to underlying documents and transactions giving rise to these claims beginning in April 2015.

145. Plaintiff seeks monetary and equitable relief available under ECOA, including economic, non-economic and punitive damages and equitable relief sufficient to redress and remedy the discrimination alleged herein.

COUNT II
VIOLATION OF RICO, 18 U.S.C. § 1962(C)
(Against Defendant Glenn Duhon)

146. Plaintiff re-alleges all paragraphs above as if fully set forth herein.

147. At all relevant times, First Guaranty Bank, Senior Vice President Duhon and Plaintiff each constituted a “person” within the meaning of 18 U.S.C. § 1961(3), as each was capable of holding a legal or beneficial interest in property.

148. At all relevant times, the corporation First Guaranty Bank constituted an “Enterprise” within the meaning of 18 U.S.C. § 1961(4).

149. The Enterprise engaged in and affected interstate and foreign commerce. Among other things, the Enterprise provided loans and other banking services across multiple states, and it transacted business through the use of the United States mails and interstate telephone wires.

150. Senior Vice President Duhon is a separate person, distinct from the Enterprise itself, who unlawfully used the Enterprise as a vehicle through which unlawful activity was committed.

151. The Enterprise had an ongoing organization with a framework for making decisions, functioned as a continuing unit, and had an ascertainable structure and system of authority guiding its operations, separate and apart from the pattern of racketeering in which the

Enterprise was engaged. The Enterprise employed senior executives with defined roles who directed and managed the daily operations of the Enterprise.

152. A purpose of the Enterprise was to profit at the expense of, fraudulently divert monies from, seize assets from, diminish, and ultimately extinguish Plaintiff's farm.

153. Senior Vice President Duhon participated in the conduct, operation and management of the Enterprise and perpetrated particular racketeering acts in furtherance thereof.

154. As part of, in furtherance of, and in connection with the conduct and control of the Enterprise, Senior Vice President Duhon repeatedly made misrepresentations to USDA regarding Mr. Provost's farm and the loans provided by First Guaranty Bank to Mr. Provost's farm, which constitutes a pattern of racketeering activity.

155. From 2007 through 2015, to effectuate the Enterprise's purpose of profiting at the expense of, fraudulently diverting monies from, seizing assets from, diminishing and ultimately extinguishing Plaintiff's farm, Senior Vice President Duhon engaged in a pattern of racketeering activity. As part of, in furtherance of, and in connection with the conduct and control of the Enterprise, Senior Vice President Duhon repeatedly and knowingly transmitted misrepresentations to USDA regarding Mr. Provost's farm and the loans provided to Mr. Provost's farm, via mail and wires. Specifically, during the period 2007 through 2015, on multiple occasions, Senior Vice President Duhon transmitted electronic and paper documents containing misrepresentations about Mr. Provost's farm and the loans provided to Mr. Provost's farm to USDA.

156. The "predicate acts" which constitute the alleged "pattern of racketeering activity" pursuant to 18 U.S.C. § 1961(5) involve two categories of "racketeering activity" set out in 18 U.S.C. § 1961(1): mail fraud in violation of 18 U.S.C. § 1341; and wire fraud in violation of 18 U.S.C. § 1343.

157. *Mail Fraud.* Each of the acts indictable under 18 U.S.C. § 1341 (mail fraud) involved Senior Vice President Duhon knowingly causing a matter or thing to be sent or delivered by the Postal Service or a commercial mail carrier with specific intent and for the purpose of executing a scheme or artifice to defraud in that each was material and incidental to an essential element of the scheme. The scheme to defraud included Senior Vice President Duhon knowingly and intentionally mailing misrepresentations to USDA regarding Mr. Provost's farm and the loans provided to Mr. Provost's farm, as set out above, for the fraudulent purpose of diverting monies from, diminishing, and extinguishing Mr. Provost's farm and depriving Mr. Provost of money and property by trick, deceit, chicanery, or overreaching.

158. *Wire Fraud.* Each of the acts indictable under 18 U.S.C. § 1342 (wire fraud) involved Senior Vice President Duhon knowingly causing the use of wire communication to transmit with specific intent and for the purpose of executing a scheme or artifice to defraud in that each was material and incidental to an essential element of the scheme. The scheme to defraud included Senior Vice President Duhon knowingly and intentionally electronically mailing misrepresentations to USDA regarding Mr. Provost's farm and the loans provided to Mr. Provost's farm, as set out above, for the fraudulent purpose of diverting monies from, diminishing, and extinguishing Mr. Provost's farm and depriving Mr. Provost of money and property by trick, deceit, chicanery, or overreaching.

159. The scheme to defraud involved Senior Vice President Duhon, as part of and in connection with the conduct and control of the Enterprise, making misrepresentations about Mr. Provost's farm and the loans provided to Mr. Provost's farm—using either mail or electronic communications—to USDA on multiple occasions from 2007 through 2015. Each of those misrepresentations were made for purposes of diverting monies from, seizing assets from, profiting

at the expense of, defrauding, diminishing, and extinguishing Mr. Provost's farm. Those misrepresentations specifically include, but are not limited to:

- In September 2007, First Guaranty Bank and Senior Vice President Duhon falsely informed USDA via mail and/or wire communications that Mr. Provost sought to assume the debts of his father, including a \$234,000 debt that his father owed to USDA.
- In September 2007, First Guaranty Bank and Senior Vice President Duhon falsely informed USDA via mail and/or wire communications that Mr. Provost sought to purchase his father's used equipment and subsequently lease that equipment to M.A. Patout, at the same below market rates that his father had charged M.A. Patout.
- On February 4, 2008, First Guaranty Bank and Senior Vice President Duhon mailed and/or transmitted electronically a crop loan application to USDA that contained the following misrepresentations: (1) that the payment of \$333,053 to discharge the 2007 crop loan provided by M.A. Patout would be made with crop sale proceeds; and (2) that the total crop loan monies of \$841,200 would be spent on legitimate farm operating and living expenses incurred in 2008.
- On February 26, 2009, First Guaranty Bank and Senior Vice President Duhon mailed and/or transmitted electronically a crop loan application to USDA that contained the following misrepresentations: (1) that the payment of \$73,305 to discharge the 2008 crop loan would be made with crop sale proceeds; (2) that a \$94,931.70 payment toward Mr. Provost's \$495,000 loan to buy his father's equipment would be made with crop sale proceeds; (3) that a \$46,002 payment toward his father's \$234,000 emergency loan would be made with crop sale proceeds; (4) that a \$13,731 payment to cover a John Deere credit would be made with crop sale proceeds; (5) that a \$3,000 payment on a mortgage held by Mid-South Bank would be made with crop sale proceeds; and (6) that the total crop loan monies of \$826,500 would be spent on legitimate farm operating and living expenses incurred in 2009.
- On March 2, 2012, First Guaranty Bank and Senior Vice President Duhon mailed and/or transmitted electronically a crop loan application to USDA that contained the following misrepresentations: (1) that the payment, including \$103,752, to discharge the 2011 crop loan would be made with crop sale proceeds; and (2) that the total crop loan monies of \$1,066,000 would be spent on legitimate farm operating and living expenses incurred in 2012.
- On February 28, 2014, Mr. Provost signed a crop loan application. First Guaranty Bank then forged Mr. Provost's signature, by photocopying it, onto three other loan applications and dated all of them April 14, 2014. First Guaranty Bank transmitted the first loan application to USDA on April 17, 2014, with a request for \$308,250, and then transmitted a second application that reduced the requested loan amount by \$20,000 on May 7, 2014. After USDA complained about the reduction, First Guaranty Bank submitted a third application on May 9, 2014, restoring the loan amount to \$308,250.

160. The pattern of racketeering activity described above is believed to have begun no later than January 1, 2007, and the frequency and duration of the misrepresentations establishes closed-ended continuity.

161. The misrepresentations made by Senior Vice President Duhon as part of the pattern of racketeering were communicated for the purpose of concealing from USDA the actions taken by Defendants to saddle Mr. Provost with unwanted and unnecessary loans and debts, divert substantial crop loan funds from Mr. Provost to prematurely discharge other loans provided by First Guaranty Bank and M.A. Patout, and deny crop loans to Mr. Provost based on false pretenses. Had the misrepresentations not been made, USDA would have disallowed such conduct.

162. The regular misrepresentations made by Senior Vice President Duhon gave rise to the expectation by the Enterprise that mail and wire communications would be employed when executing the scheme to defraud through a pattern of racketeering.

163. The predicate acts underlying the pattern of racketeering activity were designed to work in conjunction with each other to assist Defendants in profiting at the expense of, fraudulently diverting monies from, seizing assets from, diminishing, and ultimately extinguishing Mr. Provost's farm.

164. Senior Vice President Duhon engaged in and directed the pattern of racketeering with the knowledge of the falsity of his misrepresentations to USDA, and he operated the Enterprise with the specific intent to deceive and defraud Mr. Provost.

165. Defendants received substantial financial benefits from the pattern of racketeering. In particular, the racketeering activity described above permitted Defendants to: (1) obtain loan guarantees from USDA for 90 percent of the crop loan amounts provided to Mr. Provost; (2) compel Mr. Provost to assume and take out undesirable loans; (3) receive substantial premature

payments from Mr. Provost for both guaranteed and non-guaranteed loans; and (4) seize Mr. Provost assets, including his home, land, and equipment.

166. Based on the foregoing, Senior Vice President Duhon has violated 18 U.S.C. § 1962(c).

167. As a direct and proximate result of the racketeering activities of Senior Vice President Duhon, Mr. Provost has been injured in his business and property in an amount to be proven at trial. These injuries are a direct result of the violations of 18 U.S.C. § 1962 committed by Senior Vice President Duhon. Mr. Provost was the intended target of those violations of 18 U.S.C. § 1962, and his injuries were reasonably foreseeable consequences thereof. There are no independent causes which have intervened between the alleged violations of 18 U.S.C. § 1962 and the injuries to Mr. Provost.

168. Pursuant to 18 U.S.C. § 1964(c), Senior Vice President Duhon is liable for three times the damages that Mr. Provost has suffered, plus the costs of bringing this suit (including attorneys' fees).

COUNT III
UNJUST ENRICHMENT/QUANTUM MERUIT
(Against Defendants First Guaranty Bank and Glenn Duhon)

169. Plaintiff re-alleges all paragraphs above as if fully set forth herein.

170. Louisiana Civil Code article 2298 provides that: “[a] person who has been enriched without cause at the expense of another person is bound to compensate that person.”

171. Defendants have been enriched by their acts alleged above, including by:

- i. Requiring Plaintiff to take out unwanted, non-guaranteed loans from First Guaranty Bank as a condition of receiving crop loans;
- ii. Requiring excessive collateral from Plaintiff as a condition of receiving crop loans, including his land, personal residence, parents' residence, equipment, money, insurance proceeds, crop sale proceeds and other assets;

- iii. Diverting monies from Plaintiff's crop loans to prematurely discharge guaranteed and non-guaranteed debts owed to First Guaranty Bank;
- iv. Charging Plaintiff unreasonably inflated interest rates on both crop loans and non-guaranteed loans provided by First Guaranty Bank; and
- v. Seizing the collateral provided by Mr. Provost, including foreclosing on his home and transferring ownership of his home to First Guaranty Bank.

172. Plaintiff has suffered an impoverishment by Defendants' enrichment, including by:

- i. Production of a materially lower yield from Plaintiff's farm and collection of significantly less revenue than he otherwise would have received;
- ii. Generation of substantially less profit from operating Plaintiff's farm than he otherwise would have;
- iii. Reduction and termination of Plaintiff's sugarcane farm;
- iv. Loss of all the collateral that was provided to First Guaranty Bank as a condition of receiving loans; and
- v. Plaintiff's loss of his home in a foreclosure sale to First Guaranty Bank on September 25, 2018.

173. Plaintiff's impoverishment has been directly caused by the acts leading to Defendants' enrichment.

174. There is not legal justification for Defendants' enrichment at Plaintiff's expense, which only occurred because Defendants unfairly and unlawfully conducted business with Plaintiff.

175. To the extent that Plaintiff's other claims fail to provide a complete remedy at law to Plaintiff, Defendants' unjust enrichment at Plaintiff's expense is actionable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that this Court enter judgment against Defendants as follows:

- i. An Order declaring Defendants' actions to be a breach of Plaintiff's rights under ECOA and awarding Plaintiff monetary and injunctive relief, including economic, non-economic, and punitive damages, appropriate to the proof at trial;
- ii. An Order declaring Defendant Glenn Duhon's actions to be violations of RICO and awarding Plaintiff monetary and injunctive relief, including economic, non-economic, treble and punitive damages, appropriate to the proof at trial;
- iii. An Order declaring that Defendants were unlawfully and unjustly enriched as a result of their actions and awarding Plaintiff monetary and injunctive relief, including economic, non-economic and punitive damages, appropriate to the proof at trial;
- iv. An Order granting Plaintiff an award of attorneys' fees and costs pursuant to ECOA and RICO;
- v. An Order granting Plaintiff an award of pre- and post-judgment interest; and
- vi. An Order granting any and all other relief that the Court determines proper and fair.

Dated: April 26, 2019

Respectfully submitted,

/s/Andrew A. Lemmon

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CERTIFICATE OF SERVICE

I hereby certify that the above and foregoing was served on all counsel of record via the Court's electronic filing system, this 26th day of April, 2019.

/s/Andrew A Lemmon
Andrew A Lemmon