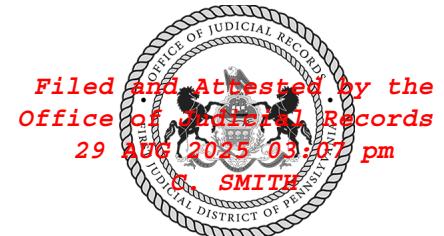


PARKER IBRAHIM & BERG LLP
By: James P. Berg, Esq. (PA ID #323527)
Sanjay P. Ibrahim, Esq. (admitted *pro hac vice*)
Christopher C. Reese, Esq. (PA ID #324923)
1635 Market Street, 11th Floor
Philadelphia, PA 19103
Phone: 267-908-9800
Fax: 267-908-9888
Email: james.berg@piblaw.com
sanjay.ibrahim@piblaw.com
christopher.reese@piblaw.com
Attorneys for Defendants,
M&T Bank (sued herein as "M&T Bank Corporation")
and Shazard Mohammed



TIANNA WILLIAMS and	:	COURT OF COMMON PLEAS
AUTOMO-DEALS, INC.,	:	
Plaintiffs	:	PHILADELPHIA COUNTY
	:	
v.	:	CIVIL DIVISION
	:	
SHAZARD MOHAMMED, M&T	:	NO. 250302923
BANK CORPORATION, and	:	
ABC CORPORATIONS 1-3	:	
Defendants.	:	

AMENDED ANSWER WITH NEW MATTER

Defendant M&T Bank, sued herein as "M&T Bank Corporation," and its employee, Shazard Mohammed (individually, "M&T Bank" and "Mr. Mohammed," and collectively, "Defendants"), by and through their undersigned counsel, hereby answer the Complaint of Tianna Williams and Automo-Deals, Inc. (individually, "Ms. Williams" and "Automo-Deals," collectively, "Plaintiffs" with Ms. Williams acting as agent of Automo-Deals), as follows:

I. PRELIMINARY STATEMENT

1. Admitted in part, denied in part. Admitted that Plaintiff met with Shazard Mohammed ("Mr. Mohammed"), a branch manager at M&T Bank. After reasonable investigation, Defendants are without sufficient knowledge to admit or deny the averments concerning Ms.

Williams family background, as well as the averments concerning Ms. Williams obtaining her automobile dealer's license and Pennsylvania Installment Seller Finance License. Moreover, after reasonable investigation, Defendants are without sufficient knowledge to admit or deny the averments concerning Ms. Williams claimed use of her licenses for the purpose of running an automobile dealership whereby her "car sales exploded from approximately \$181,000 in 2021 to over \$1 million in sales in 2022[,]” and the averments concerning the identity of her customers being "primarily low income and working class people, many of whom had impaired credit and could not obtain vehicles from other dealerships."

By way of further response, Defendants specifically deny that Mr. Mohammed "solicited Plaintiff's business and told [Ms. Williams] that the bank was interested in supporting local small business owners, especially minorities, and . . . offered her a line of credit." Defendants further specifically deny that Plaintiffs "agreed to begin banking with Defendant M&T Bank as a result of Defendant Mohammed's representations[,]" as Plaintiffs submitted an unsolicited on-line application for a Tailored Business Checking Account (the "Account") at M&T Bank. Defendants admit that Plaintiffs "made initial deposits, and submitted an application for a line of credit," but deny that Plaintiffs did so in response to any proposal by Mr. Mohammed. Defendants admit that "[t]he funds deposited into Plaintiff's account consisted of a check endorsed over to Plaintiff, a check from a third party finance organization, and at least one wire transfer from a third party finance organization." Defendants further admit that the "total amount deposited was just over \$35,000." To the extent that Plaintiffs' averment that "[a]ll of the deposits were valid and none were fraudulent" is not a conclusion of law to which no response is required, it is specifically denied and strict proof thereof is demanded at trial. Defendants admit that "none of the issuers of

the deposits made any complaints alleging unauthorized transfers[,]” and further admit that Defendants placed a hold on the Account.

Defendants admit that Plaintiffs inquired as to the reason the account had a hold on it, and that Defendants told Plaintiffs that the reason for the hold concerned the validity of the transactions. Defendants specifically deny telling Plaintiffs that this was a “fairly routine occurrence for new customers.” Defendants further admit that Mr. Mohammed informed Plaintiffs that the application for a \$100,000 line of credit was being processed. Defendants, however, specifically deny that Plaintiffs account remained on hold “even after the legitimacy of the transactions was confirmed[.]” Indeed, M&T Bank released the hold on Plaintiffs’ account once the transactions at issue were researched and validated. Defendants are, after reasonable investigation, without sufficient knowledge or information necessary to admit or deny Plaintiffs’ averments concerning “Plaintiffs’ business obligations and debts [coming] due.” Defendants specifically deny Plaintiffs’ averments that Ms. Williams was “forced to retain a lawyer at a cost of thousands of dollars.”

To the extent that Plaintiffs’ averments that “all of the deposits into her account were legitimate and legal,” and that “an overzealous and racist fraud investigator observed Plaintiff on the branch’s security camera and decided, without grounds, to investigate Plaintiff for fraud” are not legal conclusions to which no response is required, they are specifically denied and strict proof thereof is demanded at trial. In addition, Defendants specifically deny that the Senior Fraud Investigator stated that “you people” “have a way of making things look legal when they are not.” Defendants also specifically deny that Plaintiffs’ line of credit application was “never actually submitted, let alone processed.” To the contrary, Plaintiffs submitted their application for the \$100,000 line of credit and the application began processing upon submission by Plaintiffs.

Defendants specifically deny that Defendants or any employee thereof acted overzealously or with racial animus toward Plaintiffs. To the contrary, Defendants contacted individuals and entities in the course of the investigation only to obtain information necessary to complete the investigation. To the extent Plaintiffs' averment that Defendants "engaged in a course of conduct lasting for several weeks into April of 2023" that constituted "disparaging Plaintiff and her business to the third party finance organizations with whom Plaintiff had been doing business" is not a legal conclusion to which no response is required, it is specifically denied and strict proof thereof is demanded at trial. To the extent Plaintiffs' averment that Defendants "falsely accus[ed] Plaintiff and her business of engaging in fraudulent, unlawful, and illegitimate business practices" is not a legal conclusion to which no response is required, it is specifically denied and strict proof thereof is demanded at trial.

After reasonable investigation, Defendants are without knowledge or information sufficient to admit or deny Plaintiffs' averments that "Plaintiff had ongoing contractual relations with these third party finance organizations[,"] and that "these relationships, and the financing that these third party lenders afforded to Plaintiff's customers, that enabled Plaintiff and her business to increase their sales from under \$200,000 in 2021, to over \$1 million in 2022." To the extent Plaintiffs' averment that M&T Bank committed "wrongful disparagement" of Plaintiffs is not a legal conclusion to which no response is required, it is specifically denied and strict proof thereof is demanded at trial. After reasonable investigation, Defendants are without knowledge or information sufficient to admit or deny Plaintiffs' averments that "these third party lenders ceased taking credit applications from Plaintiff and functionally ceased doing business with Plaintiff."

After reasonable investigation, Defendants are without knowledge or information sufficient to admit or deny Plaintiffs' averment that the hold on Plaintiffs' account "placed an

immediate roadblock in the way of Plaintiff's business by preventing her from securing loans and financing for her customers." In addition, after reasonable investigation, Defendants are without knowledge or information sufficient to admit or deny Plaintiffs' averment that "at least one of the third party finance organizations that had been contacted by Defendant M&T Bank's fraud investigator further amplified the fraud investigator's disparagement by sending written communications to Plaintiff's customers to whom financing had been extended, alerting the customers to the fraud accusations and encouraging the customers to directly report Plaintiff and/or her business to consumer protection agencies or law enforcement agencies."

Defendants admit that, as a result of its investigation, Plaintiffs' account was on hold for approximately 4 to 6 weeks, but specifically deny that the account was "wrongfully frozen." To the extent Plaintiffs' averment that "no evidence of fraud or illegality on the part of Plaintiff or her business was uncovered" is not a legal conclusion to which no response is required, it is specifically denied and strict proof thereof is demanded at trial. After reasonable investigation, Defendants are without knowledge or information to admit or deny Plaintiffs' averment that "Plaintiff suffered extraordinary harm due to being unable to meet her business' financial obligations and having her reputation destroyed in the eyes of the third party finance organizations that she had relied upon for her business model and in the eyes of her customer base." Similarly, after reasonable investigation, Defendants are without knowledge or information to admit or deny Plaintiffs' averment that any third-party lenders "did not offer to resume business with Plaintiff[.]" as well as Plaintiffs' averment that "Plaintiffs' customer base, which was largely driven by word of mouth and by-name referrals, [went away] due to Plaintiff's sudden inability to provide financing[.]" To the extent Plaintiffs' averment that Plaintiffs' loss of business resulted from "the

destructive affects [sic] of Defendant, M&T Bank’s disparagement” is not a conclusion of law to which no response is required, it is specifically denied and strict proof thereof is demanded at trial.

After reasonable investigation, Defendants are without information and knowledge to admit or deny Plaintiffs’ averment that the “business never recovered.” Defendants specifically deny Mr. Mohammed induced Plaintiffs to bring their business to Defendants, as Plaintiffs submitted an unsolicited on-line application for the Account at M&T Bank.

After reasonable investigation, Defendants are without knowledge or information sufficient to admit or deny Plaintiffs’ averment that Plaintiffs are now left with “debts, destroyed business relationships, and a profound lack of trust in the banking system.” To the extent Plaintiffs’ averment that Defendants acted with “spite, racism, and self-righteousness,” including but not limited to the acts of any M&T Bank employee, is not a conclusion of law, it is specifically denied and strict proof thereof is demanded at trial. Plaintiffs’ averment concerning the claims brought against M&T Bank and Mr. Mohammed relate to Plaintiffs’ Complaint, which is a writing which speaks for itself. By way of further response, Defendants deny any averments of Paragraph 1 inconsistent with that writing.

II. PARTIES

2. After reasonable investigation, Defendants are without information and knowledge sufficient to form a belief as to the truth of the averments in Paragraph 2.

3. After reasonable investigation, Defendants are without information and knowledge sufficient to form a belief as to the truth of the averments in Paragraph 3.

4. After reasonable investigation, Defendants are without information and knowledge sufficient to form a belief as to the truth of the averments in Paragraph 4.

5. To the extent the averments of Paragraph 5 are not conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

6. To the extent the averments of Paragraph 6 are not conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

7. Admitted.

8. Admitted.

9. Admitted.

10. After reasonable investigation, Defendants are without information and knowledge sufficient to form a belief as to the truth of the averments in Paragraph 10. By way of further response, Defendants specifically deny that any entity other than M&T Bank owns, operates, manages, or controls M&T Bank's location in Bethlehem, Pennsylvania, or any other M&T Bank branch in the Commonwealth of Pennsylvania. In addition, Defendants specifically deny that M&T Bank, including any of its employees or branch locations, committed any acts or omissions for which Defendants could be held liable.

III. JURISDICTION AND VENUE

11. After reasonable investigation, Defendants are without information and knowledge sufficient to form a belief as to the truth of the averments in Paragraph 11. To the extent the averments of Paragraph 11 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial. By way of further response, Defendants specifically deny that any of their acts or omissions subject them to liability for any of Plaintiffs' claims.

12. To the extent the averments of Paragraph 12 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

13. To the extent the averments of Paragraph 13 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

14. To the extent the averments of Paragraph 14 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

IV. UNDERLYING FACTS

15. To the extent the averments of Paragraph 15 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial. By way of further response, Defendants specifically deny that Mr. Mohammed's "primary" responsibility was "business generation," and that he was employed in a "sales" role with M&T Bank.

16. Admitted in part, denied in part. Defendants admit to the existence of the website referenced in Paragraph 16, which constitutes a writing, the terms of which speak for themselves. Defendants specifically deny that the website currently contains the exact language set forth in Paragraph 16.

17. Admitted in part, denied in part. Defendants admit to the existence of the website referenced in Paragraph 17, which constitutes a writing, the terms of which speak for themselves. Defendants specifically deny that the website currently contains the exact language set forth in Paragraph 17.

18. Admitted in part, denied in part. Defendants admit to the existence of the website referenced in Paragraph 18, which constitutes a writing, the terms of which speak for themselves. Defendants specifically deny that the website currently contains any of the language set forth in Paragraph 18.

19. Denied. Defendants specifically deny the implication of the averments of Paragraph 19 that Mr. Mohammed reached out to Defendants, unsolicited, to discuss Defendants banking needs. By way of further response, Mr. Mohammed only scheduled a site visit to Defendants' business location after Plaintiffs submitted an application for a \$100,000 line of credit.

20. To the extent the averments of Paragraph 20 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial. By way of further response, Defendants specifically deny that Mr. Mohammed's "purpose was to induce Plaintiff and her business to become customers of Defendant M&T at his branch." To the contrary, Mr. Mohammed scheduled a site visit at Plaintiffs' business as part of the application process for Plaintiffs' line of credit application.

21. After reasonable investigation, Defendants are without information and knowledge sufficient to form a belief as to the truth of the averments in Paragraph 21.

22. After reasonable investigation, Defendants are without information and knowledge sufficient to form a belief as to the truth of the averments in Paragraph 22.

23. Denied. Defendants specifically deny that Mr. Mohammed ever stated to Plaintiffs that "M&T could provide Plaintiff's car dealership with a broad array of helpful business services to help Plaintiff's business continue to grow." By way of further response, Plaintiffs submitted an unsolicited on-line application for the Account which was assigned to the M&T Bank branch geographically closest to the address referenced on Plaintiffs' application. As Plaintiffs' Account

was assigned to Mr. Mohammed's bank branch, he contacted Ms. Williams to introduce himself so he could learn more about the business and potential business needs of Automo-Deals. Thereafter, Ms. Williams, on behalf of Automo-Deals, expressed that she was interested in applying for a \$100,000.00 line of credit.

24. To the extent Plaintiffs' averment that Defendants "offered a . . . business line of credit" to Plaintiffs "as an inducement" is not a conclusion of law to which no response is required, it is specifically denied and strict proof thereof is demanded at trial. By way of further response, after reasonable investigation, Defendants are without knowledge or information sufficient to admit or deny Plaintiffs' averment that the business line of credit "held great appeal to Plaintiff by potentially increasing her business' cash flow and liquidity."

25. After reasonable investigation, Defendants are without knowledge or information sufficient to admit or deny Plaintiffs' averment that "Plaintiff was concerned that due to her youth, her limited education, and her business' short time of operation, she would be deemed uncreditworthy, and communicated this concern to Defendant Mohammed." By way of further response, after Plaintiffs' Account was geographically assigned to Mr. Mohammed's branch, he contacted Ms. Williams to introduce himself so he could learn more about the business and potential business needs of Automo-Deals. Thereafter, Ms. Williams, on behalf of Automo-Deals, expressed that she was interested in applying for a \$100,000.00 line of credit.

26. Denied. Defendants specifically deny that Mr. Mohammed made any assurances whatsoever to Plaintiffs, including an assurance "that the line of credit he was offering was specifically designed for small business owners like [Ms. Williams] and that her creditworthiness would not be an issue." By way of further response, after Plaintiffs' Account was geographically assigned to Mr. Mohammed's branch, he contacted Ms. Williams to introduce himself so he could

learn more about the business and potential business needs of Automo-Deals. Thereafter, Ms. Williams, on behalf of Automo-Deals, expressed that she was interested in applying for a \$100,000.00 line of credit.

27. Denied. Defendants specifically deny that Mr. Mohammed made any assurances whatsoever to Plaintiffs, including an assurance “that the line of credit application was ideal for her because it would allow her to receive a generous line of credit without the requirement of years’ worth of tax filings and other cumbersome paperwork.” By way of further response, after Plaintiffs’ Account was geographically assigned to Mr. Mohammed’s branch, he contacted Ms. Williams to introduce himself so he could learn more about the business and potential business needs of Automo-Deals. Thereafter, Ms. Williams, on behalf of Automo-Deals, expressed that she was interested in applying for a \$100,000.00 line of credit.

28. Denied. Defendants specifically deny that Plaintiffs opened a business account with M&T Bank “[b]ased upon Defendant Mohammed’s representations[,]” and that based on those representations Plaintiffs “went to Defendant Mohammed’s M&T Branch to personally meet with him, apply for the line of credit, and make an in-person deposit into her new account.” By way of further response, after Plaintiffs’ Account was geographically assigned to Mr. Mohammed’s branch, he contacted Ms. Williams to introduce himself so he could learn more about the business and potential business needs of Automo-Deals. Thereafter, Ms. Williams, on behalf of Automo-Deals, expressed that she was interested in applying for a \$100,000.00 line of credit.

29. Admitted in part, denied in part. Admitted that M&T Bank received two (2) checks from Plaintiffs, and that Mr. Mohammed provided an update on the status of Plaintiffs’ application for the line of credit.

30. After reasonable investigation, Defendants are without information and knowledge sufficient to admit or deny the averments in Paragraph 30. By way of further response, to the extent the remaining averments of Paragraph 30 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

31. After reasonable investigation, Defendants are without information and knowledge sufficient to admit or deny the averments in Paragraph 31. By way of further response, to the extent the remaining averments of Paragraph 31 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

32. After reasonable investigation, Defendants are without information and knowledge sufficient to admit or deny the averments in Paragraph 32. By way of further response, to the extent the remaining averments of Paragraph 32 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

33. After reasonable investigation, Defendants are without information and knowledge sufficient to admit or deny the averments in Paragraph 33. By way of further response, to the extent the remaining averments of Paragraph 33 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

34. After reasonable investigation, Defendants are without information and knowledge sufficient to admit or deny the averments in Paragraph 34. By way of further response, to the extent the remaining averments of Paragraph 34 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

35. After reasonable investigation, Defendants are without information and knowledge sufficient to admit or deny the averments in Paragraph 35. By way of further response, to the

extent the remaining averments of Paragraph 35 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

36. Admitted.

37. After reasonable investigation, Defendants are without information and knowledge sufficient to admit or deny the averments in Paragraph 37. By way of further response, to the extent the remaining averments of Paragraph 37 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

38. Admitted.

39. After reasonable investigation, Defendants are without information and knowledge sufficient to admit or deny the averments in Paragraph 39. By way of further response, Defendants admit that Defendants placed a hold on Plaintiffs' account on or about March 23, 2023. To the extent the remaining averments of Paragraph 39 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

40. Admitted.

41. Admitted in part, denied in part. Defendants admit that Mr. Mohammed told Plaintiffs that Plaintiffs' line of credit application was being processed. Defendants deny providing "no information as to why the account was frozen."

42. Denied. Defendants specifically deny ever employing anyone by the name "Hannah Stryker." Defendants further deny that any employee of M&T Bank "reviewed Plaintiff's transactions and a video of Plaintiff at the Branch making her initial deposits with Defendant Mohammed." To the contrary, no employee of Defendants ever viewed any camera footage of Ms. Williams at the branch prior to the hold being placed on the Account.

43. Denied. Defendants specifically deny ever employing anyone with the last name “Stryker” in connection with this matter. By way of further response, to the extent the remaining averments of Paragraph 43 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

44. Denied. Defendants specifically deny ever employing anyone with the last name “Stryker” in connection with this matter. By way of further response, no employee of M&T Bank “took notice that Plaintiff was young, African America[n], had tattoos, and was making deposits on behalf of her business,” and such characteristics of Ms. Williams played no role whatsoever in the hold being placed on the Account.

45. After reasonable investigation, Defendants are without information and knowledge sufficient to admit or deny the averments in Paragraph 45. By way of further response, to the extent the remaining averments of Paragraph 45 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

46. Denied. Defendants specifically deny ever employing anyone with the last name “Stryker” in connection with this matter. By way of further response, Plaintiffs submitted an unsolicited on-line application for the Account. On March 17, 2023, Ms. Williams submitted a check deposit which was payable to a third-party into the Account in the amount of \$2,500.00. On March 20 and 21, 2023, Ms. Williams made cash withdrawals from the Account totaling \$2,080. On March 22, 2023, an Automatic Clearing House (“ACH”) from Automotive Credit Corporation was made to the account in the amount of \$32,355.26. Following the ACH, on March 22 and 23, 2023, Ms. Williams made several additional cash withdrawals totaling \$12,284.00. As this conduct constituted potential warning signs associated with Know Your Customer regulations, a hold was placed on the Account on March 23, 2023.

47. Denied. Defendants specifically deny ever employing anyone with the last name “Stryker” in connection with this matter. Defendants further specifically deny that Defendants or any employee thereof “embarked on an intrusive investigation” into Plaintiffs. To the contrary, Defendants contacted individuals and entities in the course of the investigation only to obtain information necessary to complete the investigation.

48. Denied. Defendants specifically deny ever employing anyone with the last name “Stryker” in connection with this matter. Defendants further specifically deny that Defendants or any employee thereof specifically communicated to Plaintiffs’ “third party finance organizations, including ACC and New City,” and “the issuers of hard checks deposited by Plaintiff,” that Plaintiffs were “being investigated for fraud and that Plaintiff engaged in wrongful and illegitimate business practices.” To the contrary, Defendants contacted individuals and entities in the course of the investigation only to obtain information necessary to complete the investigation.

49. To the extent the averments of Paragraph 49 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

50. Denied. Defendants specifically deny ever employing anyone with the last name “Stryker” in connection with this matter. Defendants further specifically deny that any employee “refused to unlock Plaintiff’s bank account while she claimed to be investigating Plaintiff for fraud for over one month.”

51. Denied. Defendants specifically deny ever employing anyone with the last name “Stryker” in connection with this matter. By way of further response, Defendants specifically deny “deliberately sabotaging Plaintiffs’ relationships with third party lenders.” To the extent the

remaining averments of Paragraph 51 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

52. After reasonable investigation, Defendants are without information and knowledge sufficient to admit or deny the averments in Paragraph 52. By way of further response, to the extent the remaining averments of Paragraph 52 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

53. Denied. Defendants specifically deny ever employing anyone with the last name "Stryker" in connection with this matter. By way of further response, to the extent the remaining averments of Paragraph 53 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

54. Denied. Defendants specifically deny ever employing anyone with the last name "Stryker" in connection with this matter. By way of further response, Defendants specifically deny any employee told Plaintiffs "you people" "have a way of making things look legitimate when they are actually fraudulent."

55. Denied. Defendants specifically deny ever employing anyone with the last name "Stryker" in connection with this matter. By way of further response, Defendants specifically deny that anyone associated with Defendants, including any employees thereof, told Plaintiffs either "overtly and/or implicitly, that [Defendants or anyone associated with Defendants] intended to put Plaintiff out of business."

56. After reasonable investigation, Defendants are without information and knowledge sufficient to admit or deny the averments in Paragraph 56. By way of further response, to the extent the remaining averments of Paragraph 56 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

57. Admitted in part, denied in part. Defendants admit that Mr. Mohammed spoke with Plaintiffs multiple times while the hold was placed on the Account. Defendants, however, deny this averment to the extent it implies that Defendants' communication to Plaintiffs that the line of credit application was "being processed" was not accurate, and was intended to mislead Plaintiffs in any way.

58. After reasonable investigation, Defendants are without information and knowledge sufficient to admit or deny the averments in Paragraph 58. By way of further response, to the extent the remaining averments of Paragraph 58 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

59. Denied. Defendants specifically deny ever employing anyone with the last name "Stryker" in connection with this matter. Defendants further specifically deny that they engaged in conduct that can be considered "disparagement" of Plaintiffs, and specifically deny that any act or omission caused a "chain reaction" of consequences to Plaintiffs' business. After reasonable investigation, Defendants are without information and knowledge sufficient to admit or deny Plaintiffs' averment that "Plaintiff's business experienced an abrupt and nearly complete cessation of all revenue." By way of further response, to the extent the remaining averments of Paragraph 59 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

60. After reasonable investigation, Defendants are without information and knowledge sufficient to admit or deny the averments in Paragraph 60. By way of further response, to the extent the remaining averments of Paragraph 60 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

61. Denied. Defendants specifically deny ever employing anyone with the last name “Stryker” in connection with this matter. Defendants further specifically deny that anyone associated with Defendants, including any employee thereof, acted with any “personal animus” or “boundless and unchecked authority” toward Plaintiffs. Defendants further specifically deny the implication of the averments of Paragraph 61 that Defendants “forced [Plaintiffs] to hire a lawyer, at significant personal expense, to communicate” with Defendants “in order to get her account unfrozen.”

62. Admitted.

63. Denied. Defendants specifically deny ever employing anyone with the last name “Stryker” in connection with this matter. By way of further response, to the extent the averments of Paragraph 63 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

64. Denied. Defendants specifically deny ever employing anyone with the last name “Stryker” in connection with this matter. In addition, after reasonable investigation, Defendants are without information and knowledge sufficient to admit or deny Plaintiffs’ averment that “the damage inflicted [by Defendants] proved fatal to Plaintiff’s dealership and she was eventually forced to go out of business.” By way of further response, to the extent the remaining averments of Paragraph 64 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

65. Denied. Defendants’ specifically deny that Mr. Mohammed “strung [Plaintiffs] along for weeks.” To the contrary, Mr. Mohammed accurately communicated to Plaintiffs that the line of credit application was still being processed.

66. Denied. Defendants specifically deny that Plaintiffs were solicited by Mr. Mohammed, and specifically deny that Mr. Mohammed made any representations to Plaintiffs that induced Plaintiffs to do business with M&T Bank. By way of further, after reasonable investigation, Defendants are without information and knowledge sufficient to admit or deny the averments in Paragraph 66 concerning the success of Plaintiffs' business and the lack of investigations by Plaintiffs' prior financial institutions. Moreover, to the extent the remaining averments of Paragraph 66 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

67. Denied. Defendants specifically deny that Mr. Mohammed acted to deceive Plaintiffs by not "telling Plaintiff forthrightly that she was not a good candidate for a line of credit," or by telling Plaintiffs "that the line of credit was ideally suited for her." To the contrary, Mr. Mohammed accurately communicated to Plaintiffs that the line of credit application was being processed. Moreover, to the extent the averments of Paragraph 67 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

68. Denied. Defendants specifically deny that Plaintiffs "only chose to come to Defendant M&T because of the promised line of credit" on grounds Plaintiffs submitted an unsolicited on-line application for the Account prior to meeting anyone at M&T Bank. By way of further response, after reasonable investigation, Defendants are without information and knowledge sufficient to admit or deny the averments in Paragraph 68 concerning Plaintiffs' increase in automobile sales "from under \$200,000 to over \$1 million in her first full year operating with a finance license," and the averment concerning Plaintiffs' expectation of "continued and dramatic growth for [Plaintiffs'] business regardless of where [Plaintiffs] chose to bank[.]"

69. To the extent the averments of Paragraph 69 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial. By way of further response, Defendants specifically deny that they “destroyed Plaintiff’s business through [their] baseless, vindictive, and racially motivated fraud investigation.”

70. To the extent the averments of Paragraph 70 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial. By way of further response, Defendants specifically deny that any of Mr. Mohammed’s actions were “deliberate, intentional and done in wanton disregard for the harm they foreseeably caused to Plaintiff.”

71. Denied. Defendants specifically deny ever employing anyone with the last name “Stryker” in connection with this matter. To the extent the averments of Paragraph 71 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial. In addition, Defendants specifically deny that their conduct was “deliberate and intentional and done with the purpose of causing harm to Plaintiff and/or in wanton disregard for the harm they foreseeably caused to Plaintiff.”

72. Denied. Defendants specifically deny ever employing anyone with the last name “Stryker” in connection with this matter. By way of further response, to the extent the averments of Paragraph 72 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

73. To the extent the averments of Paragraph 73 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial. By way of further response, Defendants specifically deny that any of their conduct was “wrongful and/or negligent” such that it caused Plaintiffs to experience “the sudden loss of present

and prospective contractual relationships, lost revenue and loss of future expected revenue, profound reputational [sic] harm, loss of business goodwill in her community among her customer base, and severe emotional distress and trauma.”

74. To the extent the averments of Paragraph 74 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

75. To the extent the averments of Paragraph 75 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

COUNT I

FRAUDULENT INDUCEMENT

PLAINTIFFS TIANNA WILLIAMS AND AUTOMO-DEALS, INC.

V.

DEFENDANTS M&T BANK, ABC CORPS, AND SHAZARD MOHAMMED

76. Defendants hereby incorporate the above paragraphs as though fully set forth at length herein.

77. To the extent the averments of Paragraph 77 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

78. To the extent the averments of Paragraph 78 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial. By way of further response, Defendants specifically deny that Defendants solicited Plaintiffs' business "by offering an environment that was friendly to female minority business owners and by

offering a line of credit.” To that end, Defendants specifically deny that they “induced” Plaintiffs to bring their business to M&T Bank.

79. Admitted in part, denied in part. Defendants admit only that Mr. Mohammed discussed Plaintiffs’ business needs after Plaintiffs submitted an unsolicited online application for the Account which was geographically assigned to his branch. However, Defendants specifically deny that Mr. Mohammed “was made aware that Plaintiff did not have a lengthy business history or a lengthy history of filed business tax returns[.]”

80. Denied. Defendants specifically deny having discussions with Plaintiffs about Ms. Williams “youth and lack of formal education.”

81. Denied. Defendants specifically deny that “Mr. Mohammed knew that [Ms. Williams] did not meet Defendant M&T Bank’s criteria and would not be approved for a line of credit.”

82. To the extent the averments of Paragraph 82 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial. By way of further response, Defendants specifically deny that they “offered Plaintiff the line of credit in order to induce her to bring her business to Defendant M&T Bank,” and specifically deny that Defendants “represented to Plaintiff, falsely, that the line of credit . . . offered was uniquely suited for business owners like [Ms. Williams] and that she was likely to be approved[.]” To the contrary, Plaintiffs submitted an unsolicited on-line application for the Account prior to meeting anyone at M&T Bank.

83. To the extent the averments of Paragraph 83 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial. By way of further response, Defendants specifically deny any knowledge of Ms. Williams

“prospering in her business and [having] a smooth working relationship with the banks she had previously been using,” such that Mr. Mohammed “knew that he had to offer the line of credit as an additional incentive to convince Plaintiff to bring her business to defendant M&T[.]” To the contrary, Plaintiffs submitted an unsolicited on-line application for the Account prior to meeting anyone at M&T Bank. Moreover, Defendants specifically deny any intent to “mislead Plaintiff into believing that she would be approved for the line of credit if she brought her business to the Bank.”

84. To the extent the averments of Paragraph 84 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

85. Denied. Defendants specifically deny that Plaintiffs’ line of credit application “was not even approved for a line of credit and her application was not even processed.” To the contrary, Plaintiffs submitted their application for the \$100,000 line of credit but Defendants exited the relationship with Plaintiffs before a decision on the line of credit application was rendered.

86. Denied. Defendants specifically deny that they “fraudulently concealed the fact that Plaintiff was not a qualified candidate for a line of credit and that her application was not even being considered,” and specifically deny that they “falsely” told Plaintiffs that the application was being processed. To the contrary, Mr. Mohammed accurately communicated to Plaintiffs that the line of credit application was being processed.

87. After reasonable investigation, Defendants are without information and knowledge sufficient to admit or deny the averments in Paragraph 87. By way of further response, to the extent the remaining averments of Paragraph 87 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

WHEREFORE, Defendants M&T Bank (sued herein as “M&T Bank Corporation”) and Shazard Mohammed demand judgment be entered in their favor against Plaintiffs, along with an award of fees and costs of suit and such other relief as this Honorable Court deems just and proper.

COUNT II

TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS

PLAINTIFFS TIANNA WILLIAMS AND AUTOMO-DEALS, INC.

V.

DEFENDANTS M&T BANK AND ABC CORPS

88. Defendants hereby incorporate the above paragraphs as though fully set forth at length herein.

89. After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the averments in Paragraph 89. By way of further response, to the extent the remaining averments of Paragraph 89 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

90. After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the averments in Paragraph 90. By way of further response, to the extent the remaining averments of Paragraph 90 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

91. After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the averments in Paragraph 91. By way of further response, to the extent the remaining averments of Paragraph 91 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

92. After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the averments in Paragraph 92. By way of further response, to the extent the remaining averments of Paragraph 92 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

93. After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the averments in Paragraph 93. By way of further response, to the extent the remaining averments of Paragraph 93 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

94. After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the averments in Paragraph 94. By way of further response, to the extent the remaining averments of Paragraph 94 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

95. Denied. M&T Bank specifically denies ever employing anyone with the last name “Stryker” in connection with this matter. M&T Bank further specifically denies that any of its employees acted “intentionally, maliciously and/or recklessly interfered with the contractual relations between Plaintiff and New City and Plaintiff and ACC[.]” M&T Bank further specifically denies that it made any “false accusations of fraud and/or wrongful and illegitimate business practices against Plaintiff directly to New City and ACC.” To the contrary, Defendants contacted individuals and entities in the course of the investigation only to obtain information necessary to complete the investigation. By way of further response, to the extent the remaining averments of Paragraph 95 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

96. Denied. M&T Bank specifically denies that its conduct, through its employees, constituted “wrongful and tortious conduct[.]” After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the remaining averments in Paragraph 96. By way of further response, to the extent the remaining averments of Paragraph 96 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

97. After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the averments in Paragraph 97. By way of further response, to the extent the remaining averments of Paragraph 97 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

98. Denied. M&T Bank specifically denies that it made “false allegations” concerning Plaintiffs to any of Plaintiffs’ third-party lenders. After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the remaining averments in Paragraph 98. By way of further response, to the extent the remaining averments of Paragraph 98 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

99. After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the remaining averments in Paragraph 99. By way of further response, to the extent the remaining averments of Paragraph 99 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

100. Denied. M&T Bank specifically denies that its conduct constituted “tortious interference” and that it caused “extreme financial harm . . . including, but not limited to, business interruption, loss of present and prospective revenue, and severe reputational damage.” By way

of further response, to the extent the remaining averments of Paragraph 100 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

WHEREFORE, Defendants M&T Bank (sued herein as “M&T Bank Corporation”) and Shazard Mohammed demand judgment be entered in their favor against Plaintiffs, along with an award of fees and costs of suit and such other relief as this Honorable Court deems just and proper.

COUNT III

TORTIOUS INTERFERENCE WITH PROSPECTIVE CONTRACTUAL RELATIONS

PLAINTIFFS TIANNA WILLIAMS AND AUTOMO-DEALS, INC.

V.

DEFENDANTS M&T BANK AND ABC CORPS

101. Defendants hereby incorporate the above paragraphs as though fully set forth at length herein.

102. After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the averments in Paragraph 102. By way of further response, to the extent the remaining averments of Paragraph 102 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

103. After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the averments in Paragraph 103. By way of further response, to the extent the remaining averments of Paragraph 103 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

104. After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the averments in Paragraph 104. By way of further response, to the

extent the remaining averments of Paragraph 104 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

105. After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the averments in Paragraph 105. By way of further response, to the extent the remaining averments of Paragraph 105 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

106. After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the averments in Paragraph 106. By way of further response, to the extent the remaining averments of Paragraph 106 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

107. After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the averments in Paragraph 107. By way of further response, to the extent the remaining averments of Paragraph 107 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

108. Denied. M&T Bank specifically denies ever employing anyone with the last name “Stryker” in connection with this matter. M&T Bank further specifically denies that any of its employees acted “intentionally, maliciously and/or recklessly interfered with the contractual relations between Plaintiff and New City and Plaintiff and ACC[.]” M&T Bank further specifically denies that it made any “false accusations of fraud and/or wrongful and illegitimate business practices against Plaintiff directly to New City and ACC.” To the contrary, Defendants contacted individuals and entities in the course of the investigation only to obtain information necessary to complete the investigation. By way of further response, to the extent the remaining

averments of Paragraph 108 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

109. Denied. M&T Bank specifically denies that its conduct, through its employees, constituted “wrongful and tortious conduct[.]” After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the remaining averments in Paragraph 109. By way of further response, to the extent the remaining averments of Paragraph 109 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

110. Denied. M&T Bank specifically denies that its conduct, through its employees, constituted “wrongful and tortious conduct[.]” After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the remaining averments in Paragraph 110. By way of further response, to the extent the remaining averments of Paragraph 110 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

111. After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the averments in Paragraph 111. By way of further response, to the extent the remaining averments of Paragraph 111 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

112. Denied. M&T Bank specifically denies that it made “false allegations” concerning Plaintiffs to any of Plaintiffs’ third-party lenders. After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the remaining averments in Paragraph 112. By way of further response, to the extent the remaining averments of Paragraph

112 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

113. After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the remaining averments in Paragraph 113. By way of further response, to the extent the remaining averments of Paragraph 113 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

114. After reasonable investigation, M&T Bank is without information and knowledge sufficient to admit or deny the remaining averments in Paragraph 114. By way of further response, to the extent the remaining averments of Paragraph 114 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

115. Denied. M&T Bank specifically denies that its conduct constituted “tortious interference” and that it caused “extreme financial harm . . . including, but not limited to, business interruption, loss of present and prospective revenue, and severe reputational damage.” By way of further response, to the extent the remaining averments of Paragraph 115 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

WHEREFORE, Defendants M&T Bank (sued herein as “M&T Bank Corporation”) and Shazard Mohammed demand judgment be entered in their favor against Plaintiffs, along with an award of fees and costs of suit and such other relief as this Honorable Court deems just and proper.

COUNT IV

NEGLIGENT FAILURE TO TRAIN AND SUPERVISE

PLAINTIFFS TIANNA WILLIAMS AND AUTOMO-DEALS, INC.

V.

DEFENDANTS M&T BANK AND ABC CORPS

116. Defendants hereby incorporate the above paragraphs as though fully set forth at length herein.

117. Admitted.

118. Admitted.

119. To the extent the averments of Paragraph 119 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

120. To the extent the averments of Paragraph 120 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

121. To the extent the averments of Paragraph 121 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

122. To the extent the averments of Paragraph 122 and its sub-parts (a-o) do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

123. Denied. M&T Bank specifically denies that its conduct constituted “negligence” and that it caused “extreme financial harm . . . including, but not limited to, business interruption, loss of present and prospective revenue, and severe reputational damage, in addition to severe emotional distress.” By way of further response, to the extent the remaining averments of Paragraph 123 do not contain conclusions of law to which no response is required, they are specifically denied and strict proof thereof is demanded at trial.

WHEREFORE, Defendants M&T Bank (sued herein as “M&T Bank Corporation”) and Shazard Mohammed demand judgment be entered in their favor against Plaintiffs, along with an award of fees and costs of suit and such other relief as this Honorable Court deems just and proper.

NEW MATTER

1. Defendants hereby incorporate their above responses as if fully set forth at length herein.
2. Plaintiffs’ Complaint fails to state a cause of action upon which relief can be granted.
3. Plaintiffs’ Complaint fails to plead fraud with sufficient detail and particularity.
4. Plaintiffs’ claims are barred as a matter of law as the Complaint makes false claims.
5. Plaintiffs’ claims are contradicted by clear and conclusive documentary evidence.
6. Plaintiffs’ claims are barred by Plaintiff’s own negligence, recklessness, breach of contract, conduct, waiver, failure of conditions precedent, and/or assumption of risk.
7. Plaintiffs’ claims are barred by the negligence, recklessness, or assumption of risk of those acting for or on behalf of Plaintiffs.
8. Plaintiffs’ claims are barred as any injury or damages incurred were the result of unrelated, pre-existing, or subsequent conditions unrelated to Defendants’ conduct.
9. Plaintiffs’ claims are barred by unforeseeable force majeure or series of events that were beyond Defendants’ immediate preview, control and complete performance.
10. Plaintiffs’ claims are barred by contributory or comparative negligence.
11. Plaintiffs’ claims are wholly or in part barred under the doctrine of unclean hands.
12. Plaintiffs seek to recover lost profits or damages that are completely speculative in nature and thus barred from being granted against Defendants.

13. Plaintiffs' claims are barred due to intervening or supervening causes not related to or foreseeable by Defendants, or else due to adequate warning on the part of Defendants.

14. Chase's actions were not the actual or proximate cause of any purported damages alleged by Plaintiffs.

15. Plaintiffs' claims are barred because any alleged injuries or damages were proximately caused by, occurred because of, and/or were contributed to by Plaintiffs' own acts or failures to act.

16. Plaintiffs' claims are barred by the doctrines of justification, waiver, estoppel, and/or laches.

17. Plaintiffs' Complaint does not provide adequate notice of the claims Plaintiffs assert against Chase, and Chase reserves the right to assert additional defenses.

18. Plaintiffs' claims are barred by unilateral or mutual mistake of fact.

19. Plaintiffs are not entitled to an award of costs, disbursements, attorney's fees or any other monetary damages Plaintiffs allege.

20. Plaintiffs' claims, as asserted against Defendants, are void due to ambiguity or else assert no justiciable case or controversy.

21. Plaintiffs' claims are barred as against Defendants due to indemnification.

22. Plaintiffs' claims and allegations do not meet the standard for punitive damages.

23. Plaintiffs failed to mitigate damages related to any claims or causes of action brought against Defendants, barring or limiting related relief.

24. Plaintiffs' claims are barred because Plaintiffs acquiesced in, consented to, and/or ratified the acts and omissions alleged in the Complaint.

25. Plaintiffs' claims are barred by the in pari delicto doctrine.

26. Plaintiffs successfully mitigated damages related to any claims or causes of action brought against Defendants, barring or limiting related relief.

27. Plaintiffs are barred from relief as Defendants were privileged to engage in the conduct in question that is alleged to have caused injury or damages as alleged by Plaintiffs.

28. Defendants reserve the right to assert additional defenses, claims, and/or amendments upon the revelation of additional facts during the course of discovery.

WHEREFORE, Defendants M&T Bank (sued herein as “M&T Bank Corporation”) and Shazard Mohammed respectfully request that the Complaint be dismissed with prejudice and such further and different relief be granted as the Court deems necessary, proper, and equitable.

Respectfully submitted,

PARKER IBRAHIM & BERG LLP

By: /s/ James P. Berg
James P. Berg, Esq. (PA ID #323527)
Sanjay P. Ibrahim, Esq. (admitted *pro hac vice*)
Christopher C. Reese, Esq. (PA ID #324923)
Attorneys for Defendants
M&T Bank (sued herein as “M&T Bank Corporation”) and Shazard Mohammed

Date: August 29, 2025

VERIFICATION

I, Shazard Mohammed, am employed as an Authorized Signer of Defendant M&T Bank, sued herein as "M&T Bank Corporation," and I am authorized as such to make this verification on M&T Bank's behalf. I verify that the facts set forth in the foregoing **Answer with New Matter** are true and correct to the best of my knowledge, information, and belief. I understand that this verification is made subject to 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

M&T BANK

Date: August 24, 2025

By: 
Name: Shazard Mohammed
Title: Authorized Signer

VERIFICATION

I, Shazard Mohammed, verify that the facts set forth in the foregoing **Answer with New Matter** are true and correct to the best of my knowledge, information, and belief. I understand that this verification is made subject to 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Date: Aug 29, 2025



Shazard Mohammed

CERTIFICATE OF COMPLIANCE

I hereby certify that this writing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

PARKER IBRAHIM & BERG LLP

By: /s/ James P. Berg
James P. Berg, Esq. (PA ID #323527)
Sanjay P. Ibrahim, Esq. (admitted *pro hac vice*)
Christopher C. Reese, Esq. (PA ID #324923)
Attorneys for Defendants
M&T Bank (sued herein as "M&T Bank Corporation") and Shazard Mohammed

Date: August 29, 2025

CERTIFICATE OF SERVICE

I, James P. Berg, counsel for Defendants M&T Bank, sued herein as “M&T Bank Corporation,” and Shazard Mohammed, hereby certify that the foregoing was filed via this Honorable Court’s electronic filing system and is thereby viewable by all counsel of record or by U.S. mail, or electronic mail, on all other parties.

By: */s/ James P. Berg*
James P. Berg, Esquire

Date: August 29, 2025