

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 9:20-cv-81717-MIDDLEBROOKS

UNITED STATES OF AMERICA,

ex rel.

BRYAN QUESENBERRY,

Plaintiffs,

vs.

PAN AFRICAN INTERCHANGE, LLC,
a Florida Limited Liability Company; and
STANLEY DAMAS, individually and as the Manger and
Owner of PAN AFRICAN INTERCHANGE, LLC,

Defendants.

STIPULATION OF DISMISSAL OF DEFENDANTS
PAN AFRICAN INTERCHANGE, LLC AND STANLEY DAMAS

Pursuant to Fed. R. Civ. P. 41(a) and the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b)(1), and in accordance with the terms and conditions of the September 7, 2022 Settlement Agreement among the United States of America (“United States”), Defendants Pan African Interchange, LLC, a Florida Limited Liability Company; and Stanley Damas, individually and as the Manger and Owner of Pan African Interchange, LLC (“Defendants”), and Relator Bryan Quesenberry (“Relator”) (the “Pan African Interchange Settlement Agreement”), which requires Defendants to make settlement payments in accordance with a payment schedule set forth in the Pan African Interchange Settlement Agreement,¹ the United States and Relator hereby stipulate to the entry of an order:

1. providing that the Court retain jurisdiction over Defendants Pan African

¹ A true copy of the Pan African Interchange Settlement Agreement is attached as Exhibit “A” here.

Interchange, LLC and Stanley Damas specifically to enforce the terms of the Pan African Interchange Settlement Agreement, including the payment terms and additionally with respect to any disputes that may arise regarding the Pan African Interchange Settlement Agreement. This retention of jurisdiction request is an express condition to the United States' and Relator's stipulation of dismissal provisions set forth below;

2. conditioned upon the Court retaining jurisdiction pursuant to paragraph 1. above, dismissing with prejudice Defendants Pan African Interchange, LLC and Stanley Damas, as to the United States and Relator *only for the* Covered Conduct set forth in the Pan African Interchange Settlement Agreement;
3. conditioned upon the Court retaining jurisdiction pursuant to paragraph 1. above, dismissing Defendants Pan African Interchange, LLC and Stanley Damas, from this action for any conduct *other than* the Covered Conduct set forth in the Pan African Interchange Settlement Agreement, with prejudice to the Relator and without prejudice to the United States;

Relator, on behalf of himself, his heirs, successors, attorneys, agents, and assigns, further stipulates that the Settlement Amount set forth in the Sextant Settlement Agreement and the terms and conditions described therein are fair, adequate, and reasonable under all the circumstances, that he will not challenge the settlement pursuant to 31 U.S.C. § 3730(c)(2)(B), and that he expressly waives the opportunity for a hearing on any objection to the settlement under to 31 U.S.C. § 3730(c)(2)(B).

The United States of America and Relator Bryan Quesenberry respectfully request that the Court enter an order in the form of the proposed order.

CONSENT TO FILE

Pursuant to the CM/ECF Administrative Procedures Rule 3J.(3), Bryan

Quesenberry, Counsel for Relator, consents to the undersigned Assistant United States Attorney's electronic filing of this Joint Stipulation and proposed Order.

Dated: September 15, 2022.

Respectfully submitted,

JUAN ANTONIO GONZALEZ
United States Attorney

By: **Quesenberry,**
Bryan

Digitally signed by Quesenberry,
Bryan
Date: 2022.09.15 09:28:58 -06'00'

Bryan Quesenberry, Esq.
197 East 100 North, Suite A
Payson, UT 84651

Email: jbq.esq@gmail.com

Pro Se Relator

James A. Weinkle

Digitally signed by James A.
Weinkle
Date: 2022.09.15 12:10:32 -04'00'

James A. Weinkle
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Fort Pierce, FL 34950
Telephone: 772-293-0945 (Direct)

Counsel for United States of America

Exhibit “A”

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the United States Small Business Administration (collectively the “United States”), and Pan African Interchange, LLC (“Pan African Interchange”) and Stanley Damas, (“Damas”) (Pan African Interchange and Damas are collectively referred to as the “Pan African Interchange Parties”) and Bryan Quesenberry (“Quesenberry” or “Relator”) (the United States, the Pan African Interchange Parties, and Relator are hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. Pan African Interchange is a limited liability corporation organized under the laws of Florida and located at 16270 SW 95 Lane, Miami, Florida 33196. The Manager and Owner of Pan African Interchange is Damas who resides at 16270 SW 95 Lane, Miami, Florida 33196.

I. Pan African Interchange First Paycheck Protection Program Application and Loan

B. On or about May 20, 2020, on behalf of Pan African Interchange, LLC, Stanley Damas submitted a Paycheck Protection Program (“PPP”) application through BlueVine seeking a PPP Loan of \$312,000.00 (“Pan African Interchange First PPP Application”). Stanley Damas electronically signed the loan application as Owner and Authorized Representative of Pan African Interchange. In the foregoing Pan African First PPP Application submitted to Celtic Bank through BlueVine, Damas held himself out as Owner and Authorized Representative of Pan African Interchange, LLC and stated as true and accurate each of the Pan African First PPP Application’s Statements and Certifications set forth above. In response to Interrogatory 8 of the United States’ CID, Damas stated:

Stanley Damas, President and CEO of Pan African Exchange, LLC prepared and submitted the only Paycheck Protection Program loan application submitted for the Company on 5/20/2020. He was assisted by Yves St. Surin of SmarTax, 12229 Pembroke Rd, Pembroke Pines, FL 33025, (954) 374-9244.

C. Blue Vine records evidence that the Pan African Interchange First PPP Application was accessed through the following IP Addresses: IP Addr: 73.138.46.221 (at various times between 7/20/2020 and 1/20/2021); IP Addr: 98.254.74.116 (at various times between 5/20/2020 and 5/22/2020 (including electronic signature through IP Addr: 98.254.74.116) and 1/28/2021 and

3/12/2021); and, IP Addr: 87.101.93.180 (on 3/24/2021). BlueVine records have the title: <https://skywalker.bluevine.com/client/798070> User: PAN AFRICAN INTERCHANGE LLC (lmontes3l@yahoo.com). For the loan application, Damas used the email address: lmontes3l@yahoo.com, which Damas represented to be his personal email address and the only email address he utilizes.

D. The Pan African Interchange First PPP Application contained various statements Damas certified as true, among which were the following:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (the Paycheck Protection Program Rule).

Pan African Interchange First PPP Application (emphasis supplied). In addition, as the authorized representative of the Applicant, Damas certified on Pan African Interchange's behalf, in "good faith" to other Certifications by initialing his initials "SD" next to each one, including the following:

- SD During the period beginning on February 15, 2020 and ending on December 31, 2020, the Applicant has not and will not receive another loan under the Paycheck Protection Program.
- SD I further certify that the information provided in this Application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a federally insured institution, under 18 USC 1041 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.

Pan African Interchange First PPP Application (emphasis supplied).

E. On or about May 21, 2020, the lender, Celtic Bank Corporation, approved the Pan African Interchange First PPP Application, and on the same day, on behalf of Pan African Interchange, Damas signed a PAYCHECK PROTECTION PROGRAM LOAN Section 1102, Keeping American Workers Paid and Employed Act of the CARES Act PROMISSORY NOTE ("Promissory Note for Pan African Interchange First PPP Loan"), that provided among other things, the following Representations and Warranties:

Compliance with Law. The Borrower is in compliance with all laws, statutes, ordinances, rules, and regulations applicable to or binding on the Borrower, its property, and business.

...

Borrower has duly executed and delivered this Note. Information is True and Accurate. The information provided in all supporting documents and forms to obtain this Loan is true and accurate in all material respects. The Borrower (and any individual who provided information for the application of this Loan) understands that knowingly making a false statement to obtain this loan from SBA is punishable under the law, including under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.

..

UNDERSIGNED BORROWER ACKNOWLEDGES THAT HE/SHE IS THE AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND HAVING READ ALL THE PROVISIONS OF THIS LOAN DOCUMENT AND AGREES TO ITS TERMS BY SIGNING THE BORROWER AGREES THAT ALL INFORMATION PROVIDED IN THIS APPLICATION AND ALL SUPPORTING DOCUMENTS AND FORMS TO OBTAIN THIS LOAN ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS AND THAT ANY KNOWN FALSE STATEMENTS ARE PUNISHABLE BY FINE, IMPRISONMENT OR BOTH.

Promissory Note for Pan African Interchange First PPP Loan (emphasis supplied). On or about May 21, 2020, the Pan African Interchange First PPP Application was approved and Pan African Interchange received on or about May 22, 2020 a \$312,000.00 PPP Loan from Celtic Bank Corporation ("Pan African-First PPP Loan").

F. The SBA paid a total of \$15,600.00 in processing fees to Celtic Bank Corporation in connection with the Pan African Interchange First PPP Loan disbursed to Pan African Interchange.

II. Pan African Interchange Second PPP Application and Loan

G. On May 21, 2020, on behalf of Pan African Interchange, Damas submitted a second PPP application for a PPP Loan in the amount of \$208,332.00 ("Pan African Interchange Second PPP Application"). The Pan African Interchange Second PPP Application was electronically signed under the name Stanley Damas as Owner and Authorized Representative of Pan African Interchange, LLC ("Pan African Interchange Second PPP Application") and was submitted to WebBank.

H. During the course of the investigation of this matter, Damas denied either he or Pan African submitted the Pan African Interchange Second PPP Application. However, WebBank records establish that the Pan African Interchange Second PPP Application was accessed through the following IP Address: 73.138.46.221 on 5/21/2020 at 3:50:26 PM and viewed again through the same IP Address on 6/12/2020 at 4:09:21 PM and 4:24:38 PM. This is the very same IP address Damas used in the Pan African Interchange First PPP Application to obtain the \$312,000 Pan African Interchange First PPP Loan. WebBank records show that in the Pan African Interchange Second PPP Application, Stanley Damas is identified as the Owner of the applicant, Pan African Interchange LLC, and further identify Damas' date of birth, phone number and email address as lmontes31@yahoo.com, which Damas admitted is his personal email address and the only email address he utilizes.

I. The Pan African Interchange Second PPP Application was submitted to WebBank and contained various statements Damas certified as true, among which were the following:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- **The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (the Paycheck Protection Program Rule).**

Pan African Interchange Second PPP Application (emphasis added). In addition, as the authorized representative of the Applicant, Damas certified on Pan African Interchange's behalf, in "good faith" to other Certifications by initialing his initials "SD" next to each one, including the following.

- SD During the period beginning on February 15, 2020 and ending on December 31, 2020, the Applicant has not and will not receive another loan under the Paycheck Protection Program.
- SD I further certify that the information provided in this Application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a federally insured institution, under 18 USC 1041 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.

Pan African Interchange Second PPP Application (emphasis supplied). In the Pan African Interchange Second PPP Application, the signatory, Stanley Damas, stated as true and accurate each of the PPP Application's Statements and Certifications set forth above.

J. Pursuant to the Pan African Interchange Second PPP Application, Pan African Interchange, LLC, received on or about June 24, 2020, a second Paycheck Protection Program Loan in the amount of \$208,332.00, the Promissory Note for which Stanley Damas viewed and signed on June 12, 2020, using the following IP Address: IP Addr: 73.138.46.221 at 4:09:21 PM and 4:24:38 PM. ("Pan African Interchange Second PPP Loan"). In the Note for the \$208,332.00 Pan African Interchange Second PPP Loan, Damas falsely certified as true, among other statements that

"Unless as otherwise permitted under applicable law as permitted under the CARES ACT, the Paycheck Protection Program, or any subsequent amendment to these programs, during the period beginning on February 15, 2020 and ending on December 31, 2020, Borrower has not applied for, and has not and will not receive another loan under the program."

K. SBA paid a total of \$3,583.31 in processing fees to WebBank in connection with the Pan African Second PPP Loan disbursed to Pan African Interchange, LLC.

L. The certifications that Damas made in the Pan African Interchange Second PPP Application and also in the Note attendant to the Pan African Interchange Second PPP Loan, were false in as much as Damas had during the period beginning on February 15, 2020, and ending on December 31, 2020, applied for, and received the \$312,000.00 Pan African Interchange First PPP Loan under the CARES Act through Celtic Bank.

M. In response to Interrogatory 9 (a) of the United States' CID, Damas stated under oath that "[a] second unsolicited loan amount that Pan African Exchange, LLC (sic) did not apply for was wired to Pan African Exchange, LLC (sic) on 6/24/2020 as referenced in correspondence dated May 10, 2021."

III. Qui Tam Complaint

N. On September 18, 2020, Bryan Quesenberry ("Relator") filed a *qui tam* action in the United States District Court for the Southern District of Florida captioned *United States of America ex rel. Bryan Quesenberry v. Pan African Interchange, LLC, et al.*, Case No. 9:20-cv-81717-DMM (S.D. Fla) pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the "Civil Action").

Relator alleged that Pan African Interchange unlawfully applied for and received two PPP loans prior to December 31, 2020, and falsely certified that it would receive only one PPP loan prior to December 31, 2020.

O. Despite several demands, Pan African Interchange and Damas failed to pay back either the first Pan African Interchange First PPP Loan, together with interest and the \$15,600.00 in processing fees SBA paid to Celtic Bank Corporation in connection with Pan African First PPP Loan disbursed to Pan African Interchange or the Pan African Second PPP Loan, the \$3,583.31 in processing fees SBA paid to WebBank, and interest prior to the United States' intervening on April 14, 2022 in the Civil Action or filing its Complaint in Intervention on May 20, 2022.

P. On June 22, 2022, through their counsel, Damas and Pan African Interchange paid to the United States, the \$208,332.00 Pan African Interchange Second PPP Loan; however, the \$3,583.31 in fees the SBA paid and interest thereon, has not been repaid.

Q. The United States contends that it has certain civil claims against the Pan African Interchange Parties arising from their false certifications in connection with the Pan African First PPP Loan and Pan African Second PPP Loan, specifically the Pan African Interchange Parties' certification that it would not receive more than one PPP loan prior to December 31, 2020 and that it was eligible to receive a PPP loan. That conduct is referred to below as the "Covered Conduct."

R. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree, and covenant as follows:

TERMS AND CONDITIONS

JAW SD
\$21,583.31
BCE
1. The Pan African Interchange Parties shall pay to the United States on or before ~~\$21,000~~ ("Settlement Amount"), of which \$3,583.31 is restitution, by electronic funds transfer, pursuant to written instructions to be provided by the United States Attorney's Office for the Southern District of Florida, on the following schedule:

- a. By September 12, 2022, the Pan African Interchange Parties shall pay the sum of Three Thousand Five Hundred Eighty Three Dollars and Thirty One cents (\$3,583.31) to the United States; and,

- b. The Pan African Interchange Parties shall pay to the United States the additional sum of Eighteen Thousand Dollars (\$18,000.00), in monthly installments in accordance with the schedule set forth in Addendum A to this Agreement.
- c. Nothing shall preclude the Pan African Interchange Parties from making at any time such full payment or additional advance payments toward satisfaction of its obligations under this Paragraph 1.
- d. In the event that the Pan African Interchange Parties fails to pay any installment of the Settlement Amount as provided in this Paragraph, Subparagraphs 1.a. and 1.b. and the Schedule set forth in Addendum A hereto by the date upon which it is due, the Pan African Interchange Parties shall be in Default of their payment obligations ("Default"). The United States will provide by electronic mail, a written Notice of Default, and the Pan African Interchange Parties shall have an opportunity to cure such Default within three (3) calendar days from the date the Notice of Default is sent by counsel for the United States. Notice of Default will be delivered to the Pan African Interchange Parties, through their legal counsel, by electronic mail at the address below or to Damas or such other representative of the Pan African Interchange Parties as the Pan African Interchange Parties shall designate in advance in writing at the email address the Pan African Interchange Parties provide. If the Pan African Interchange Parties fail to cure the Default within three (3) calendar days from the date the Notice of Default is sent by counsel for the United States, the difference between the amount of the Settlement Proceeds the United States received from the Pan African Interchange Parties prior to default and \$630,000.00 shall become immediately due and payable and interest on such amount shall accrue at the rate of 10% per annum, compounded daily from the date of Default. The Pan African Interchange Parties shall upon execution of this Settlement Agreement enter into a Consent Judgment in the form attached as Addendum B and the United States, at its sole discretion, may (a) offset the remaining unpaid balance from any amounts due and owing to the Pan African Interchange Parties by any department, agency, or agent of the United States at the time of the Default, including but not limited to the United States Small Business

Administration; or (b) exercise any other rights granted by law or in equity, including the option of referring such matters for private collection. The United States shall not file the Consent Judgment if the Pan African Interchange Parties are not in Default as Default is defined above or, if the Pan African Interchange Parties cure the Default as provided above. The Pan African Interchange Parties agree not to contest any offset imposed and not to contest any Consent Judgment and/or collection action undertaken by the United States pursuant to this Paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States. At its sole option, in the event of Default as defined above, the United States alternatively may rescind this Agreement as to the Pan African Interchange Parties and bring any civil and/or administrative claim, action, or proceeding against the Pan African Interchange Parties for the claims that would otherwise be covered by the releases provided herein. If the United States opts to rescind this Agreement in the event of Default as defined above, the Pan African Interchange Parties agree not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (a) filed by the United States against the Pan African Interchange Parties within 180 days of written notification to the Pan African Interchange Parties that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on the particular date when the Civil Action referenced in Recital Paragraph A was filed.

2. Conditioned upon the United States receiving the portion of the Settlement Amount related to the Pan African Second PPP Loan, and as soon as feasible after receipt, the United States shall pay to Relator, by electronic funds transfer, fifteen percent (15%) of the Settlement Amount related to the Pan African Second PPP Loan, made by the Pan African Interchange Parties ("Relator's Share").

3. Subject to the exceptions in Paragraph 5 (concerning reserved claims) below, and upon the United States' receipt of the entire Settlement Amount, the United States releases the Pan African Interchange Parties from any civil or administrative monetary claim the United States

has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud.

4. Subject to the exceptions in Paragraph 5 below, and upon the United States' receipt of the Settlement Amount, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases the Pan African Interchange Parties from any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

5. Notwithstanding the releases given in Paragraph 3 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement; and
- f. Any liability of individuals.

6. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the Relator's Share, Relator and his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

7. Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, releases the Pan African Interchange Parties, and their officers, agents, and employees, from any

liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

8. The Pan African Interchange Parties waive and shall not assert any defenses the Pan African Interchange Parties may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

9. The Pan African Interchange Parties fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that the Pan African Interchange Parties have asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' investigation or prosecution thereof.

10. The Pan African Interchange Parties fully and finally release the Relator from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that the Pan African Interchange Parties have asserted, could have asserted, or may assert in the future against the Relator, related to the Covered Conduct and the Relator's investigation and prosecution thereof.

11. Unallowable Costs

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of the Pan African Interchange Parties, and its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) the Pan African Interchange Parties' investigation, defense, and corrective actions undertaken in response to the United States'

audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);

- (4) the negotiation and performance of this Agreement; and
- (5) the payment the Pan African Interchange Parties make to the United States pursuant to this Agreement and any payments that the Pan African Interchange Parties may make to Relator, including costs and attorney's fees,

are unallowable costs for government contracting purposes (hereinafter referred to as "Unallowable Costs").

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by the Pan African Interchange Parties, and the Pan African Interchange Parties shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Agreement, the Pan African Interchange Parties shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by the Pan African Interchange Parties or any of its subsidiaries or affiliates from the United States. The Pan African Interchange Parties agree that the United States, at a minimum, shall be entitled to recoup from the Pan African Interchange Parties any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine the Pan African Interchange Parties' books and records and to disagree with any calculations submitted by the Pan African Interchange Parties or any of their subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by the Pan African Interchange Parties, or the effect of any such Unallowable Costs on the amount of such payments.

12. This Agreement is intended to be for the benefit of the Parties only.

13. Upon receipt of the payment described in Paragraph 1.a., above, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of all claims against the Pan African Interchange Parties in the Civil Action pursuant to Rule 41(a)(1).

14. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

15. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

16. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Southern District of Florida. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

17. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

18. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

19. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

20. This Agreement is binding on the Pan African Interchange Parties' successors, transferees, heirs, and assigns.

21. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

22. All parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

23. This Agreement is effective on the date of signature of the last signatory to the

Agreement (Effective Date of this Agreement). PDFs and Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

Dated: the 7 day of September, 2022

By: James A. Weinkle Digitally signed by James A. Weinkle
Date: 2022.09.07 15:47:58 -04'00'

James A. Weinkle
Assistant United States Attorney
Florida Bar No.: 710891
Office of the United States Attorney
Southern District of Florida
Alto Lee Adams Federal Courthouse
101 S. U.S. Highway One, Suite 3100
Fort Pierce, FL 34950

Email: James.Weinkle@usdoj.gov
Telephone: 772-293-0945 (Direct)

Counsel for the United States of America

RELATOR – BRYAN QUESENBERRY

Dated: the 6 day of Sept, 2022

By: Bryan Quesenberry Digitally signed by Bryan Quesenberry
Date: 2022.09.06 15:49:35 -06'00'

Bryan Quesenberry
197 East 100 North, Suite A
Payson, UT 84651
Email: jbq.esq@gmail.com


Pro Se Relator

[Additional Signature Page Follows]

PAN AFRICAN INTERCHANGE, LLC AND STANLEY DAMAS


Pan African Interchange, LLC

Dated: the 6th day of September, 2022

By: 
Stanley Damas
Title: Manager and Owner,
Pan African Interchange, LLC

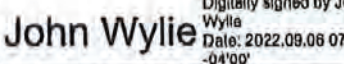
Stanley Damas, individually

Dated: the 6th day of September, 2022

By: 
Stanley Damas, an individual

Counsel for Pan African Interchange Parties

Dated: the ___ day of _____, 2022

By: 
John Wylie
Digitally signed by John Wylie
Date: 2022.08.08 07:36:24 -04'00'
John Wylie, Esq.
John W. Wylie, P.A.
150 Southeast Second Avenue
Suite 602
Miami, Florida 33131

Tel: 305 586 1338
eMail: jww@johnwylie.com

*As Counsel for
Pan African Interchange, LLC and
Stanley Damas*

Addendum A

Addendum A – Payment Schedule

Due Date	Amount
By Monday, September 12, 2022	\$ 3,583.31
Monday October 10, 2022	\$ 2,000.00
Monday November 7, 2022	\$ 2,000.00
Monday, December 12, 2022	\$ 2,000.00
Monday, January 9, 2023	\$ 2,000.00
Monday, February 6, 2023	\$ 2,000.00
Monday, March 6, 2023	\$ 2,000.00
Monday, April 3, 2023	\$ 2,000.00
Monday, May 1, 2023	\$ 2,000.00
Monday, June 5, 2023	\$ 2,000.00
Total Due to the United States	\$ 21,583.31

Addendum B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 9:20-cv-81717-MIDDLEBROOKS

UNITED STATES OF AMERICA,

ex rel.

BRYAN QUESENBERRY,

Plaintiff,

vs.

PAN AFRICAN INTERCHANGE, LLC and STANLEY
DAMAS,

Defendants.

CONSENT JUDGMENT

Plaintiff United States of America (the “United States”) and Defendants Pan African Interchange, LLC, a Florida Limited Liability Company (“Pan African Interchange”) and Stanley Damas, individually (“Damas”) (Pan African Interchange and Damas are collectively referred to as the “Pan African Interchange Parties”) (the United States and the Pan African Interchange Parties are collectively referred to here as the “Parties”), hereby stipulate, agree and consent to the entry of this judgment based upon the following uncontested allegations:

1. This Court has jurisdiction over this case under 28 U.S.C. §§ 1331, 1345, 1367(a). The Pan African Interchange Parties consent to the jurisdiction of the United States District Court for the Southern District of Florida for the resolution of this dispute.

2. On the ___ day of _____, 2022, Defendant, the Pan African Interchange Parties, entered into a Settlement Agreement with Plaintiff United States of America for the purpose of resolving a dispute (the “Settlement Agreement”). A copy of the Settlement Agreement is attached hereto as Exhibit 1 and incorporated by reference herein.

3. Under the terms of the Settlement Agreement, the Pan African Interchange Parties agreed to pay to the United States the sum of \$21,583.31 (Settlement Amount).

4. Also under the terms of the Settlement Agreement, the Pan African Interchange Parties agreed that in the event the Pan African Interchange Parties defaulted and failed to pay the Settlement Amount, within three (3) business days of the date the Notice of Default is sent by counsel for the United States, the United States may file a Consent Judgment against the Pan African Interchange Parties in the amount of the difference between the remaining unpaid balance of the Settlement Amount and

\$630,000.00 and interest on such amount shall accrue at the rate of 10% per annum, compounded daily from the date of Default.

5. The Pan African Interchange Parties has failed to make payment in accordance with the Settlement Agreement, and therefore is in default under the terms of the Settlement Agreement.

6. Unless it has already done so, within a reasonable time after the filing of this Consent Judgment, the United States will file a statement of debt showing the amount due and owing under the Settlement Agreement as of the date of default.

7. The United States has given the Pan African Interchange Parties written notice of default under the terms of the Settlement Agreement and demanded that the Pan African Interchange Parties cure that default by tendering payment in full on the cure amount under the terms of the Settlement Agreement. The United States has given the Pan African Interchange Parties three (3) business days to cure the default, as provided in the Settlement Agreement, but the Pan African Interchange Parties have failed to respond or to make arrangements to comply with the terms of the Settlement Agreement.

ACCORDINGLY, THIS COURT enters judgment for the United States against Defendants Pan African Interchange, LLC and Stanley Damas, jointly and severally, in the amount of \$_____, plus interest at the post-judgment interest at the rate of 10% per annum, compounded daily from the date this Consent Judgment is entered until it is satisfied. This Court retains jurisdiction over this action.

DONE AND ORDERED in the Southern District of Florida this ___ day of _____, 202_.

DONALD M. MIDDLEBROOKS
UNITED STATES DISTRICT JUDGE

Conformed copies to:

Counsel of Record for the United States and the Pan African Interchange Parties

Consent to file

Pursuant to the CM/ECF Administrative Procedures Rule 3J.(3), John W. Wylie, Esq., Counsel for the Pan African Interchange Parties, has consented to the undersigned Assistant United States Attorney's electronic filing of this Joint Stipulation and proposed Order.

The parties hereby stipulate and agree to the entry of this Consent Judgment.
A proposed order accompanies this motion.

Dated:

Respectfully submitted,

JOHN W. WYLIE, P.A.

JUAN ANTONIO GONZALEZ
United States Attorney

By: **John Wylie** Digitally signed by John Wylie
Date: 2022.09.06 07:37:01
-04'00'

By: **James A. Weinkle** Digitally signed by James A. Weinkle
Date: 2022.09.07 17:14:01
-04'00'

John Wylie, Esq.
150 Southeast Second Avenue
Suite 602
Miami, Florida 33131

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*As Counsel for Defendants
Pan African Interchange, LLC and
Stanley Damas*

Counsel for the United States of America

BRYAN QUESENBERRY, ESQ.

By: **Bryan Quesenberry** Digitally signed by Bryan Quesenberry
Date: 2022.09.07 15:51:05
-06'00'

Bryan Quesenberry
197 East 100 North, Suite A
Payson, UT 84651
Email: jhq.esq@gmail.com

Pro Se Relator

CERTIFICATE OF FILING AND SERVICE

I HEREBY CERTIFY that on the __ day of _____, 202_, I electronically caused the foregoing document to be filed with the Clerk of Court using the CM/ECF system. I also certify that the foregoing document is being served this day on all counsel of record in the manner specified via transmission of Notices of Electronic Filing generated by CM/ECF and/or via eMail.

By: _____
James A. Weinkle
Assistant United States Attorney

SERVICE LIST

United States of America, ex rel. Quesenberry,
Case No. 9:20-cv-81717-MIDDLEBROOKS
United States District Court, Southern District of Florida

<p>James A. Weinkle Assistant United States Attorney Office of the United States Attorney Southern District of Florida Alto Lee Adams Federal Courthouse 101 S. U.S. Highway One, Suite 3100 Fort Pierce, FL 34950</p> <p>Email: James.Weinkle@usdoj.gov</p> <p><i>Counsel for the United States of America</i></p>	
<p>Bryan Quesenberry, Esq. 197 East 100 North, Suite A Payson, UT 84651</p> <p>Email: jbq.esq@gmail.com</p> <p>Relator and Counsel for Relator</p>	<p>John Wylie, Esq. JOHN W. WYLIE, P.A 150 Southeast Second Avenue Suite 602 Miami, Florida 33131</p> <p>Tel: 305 586 1338 eMail: jww@johnwylie.com</p> <p>Counsel for Defendants Pan African Interchange, LLC and Stanley Damas</p>