

08-2022-CV-00969

# Exhibit 1

[Redacted] **Wedding [MN] [JS] :: Contract**

A. The Client

[Redacted] Wedding [MN] [JS]

[Redacted]

Main Contact

[Redacted]

Home: [Redacted]  
Home: [Redacted]

B. The Event

[Redacted] Wedding [MN] [JS]

Date: Saturday, June 06, 2020

Ceremony Location: [Redacted] Duluth, Minnesota 55802 United States  
Reception Location: [Redacted] Duluth, Minnesota 55802 United States

C. Services and Products

- (1) Wedding Photography: 10 hours of coverage
- (1) Wedding Videography: 6 hours of coverage
- (1) \$650 Album Credit (Complimentary)
- (1) Videographer
- (2) Photographers

Total Price: \$4,078.70

Feb 26, 2020: \$4,078.70

D. Terms and Conditions

**This photography contract is between Glasser Images, LLC (hereinafter "Photographer" or "Photographers" or "Glasser Images" or "Glasser Images, LLC") and Client as outlined in Section A, above (hereinafter referred to as "Client") relating to their wedding that will take place on date indicated in Section B above.**

**1. Exclusive Photographer**

Photographer shall be the exclusive photographer retained by Client for the purpose of photographing the wedding day. Family and friends will be permitted to photograph at the wedding as long as they do not interfere with the duties of Photographer, and additionally, will be asked not to take pictures while Photographers are posing the couple, bridal party, or families. This is to avoid any distraction of the couple or bridal party during the photographic sessions. It is understood that Photographer is the exclusive official photographer retained to perform the photographic services outlined in this contract. Glasser Images has several photographers which may be requested. Glasser Images cannot guarantee a requested photographer but will do everything possible to honor any photographer request.

## 2. Retainer, Payment, Engagement/Other Portrait Session Terms

Client shall pay a non-refundable retainer on the date and equal to the amount specified in Section C. This non-refundable retainer will secure the services and products specified herein. Client may pay a retainer greater than what is specified in Section C to be applied to the balance. Other payments shall be paid as specified in Section C. The amount of the retainer and other payments shall be applied to reduce the total balance of the package. If payments are not made on time, a late payment fee may be charged.

During the engagement/other portrait session, Photographer may end the session at their discretion once Photographer determines that adequate images of Client both in terms of quality and quantity have been captured. If the session is ended prior to the maximum amount of time, there will be no refund or credit for unused time. If Client should require multiple outfit/wardrobe changes, the duration of such changes will count towards the session time. If additional hours are required or requested, Client may be billed at the current rate. The Photographer reserves the right to refuse requested additional hours or a requested location for any reason. If necessary, Photographer reserves the right to reschedule the engagement session due to inclement weather such as, but not limited to rain, wind, cold temperatures, hot temperatures, heavy cloudiness, etc.

## 3. Cancellation, Postponement, Rescheduling, and Right of Withdrawal

If Client should cancel the event for any reason, the retainer and other payments will not be refunded and Photographer shall have no further liability with respect to this contract. If Client has not paid a one-third retainer upon cancellation, the retainer will be due in full immediately upon cancellation. If canceling this contract Client must notify Photographer in writing. To consider a date change or rescheduling, Photographer must first receive a written release of the current contracted date, which will null and void this written contract. If Client needs to change the event date, all monies paid will transfer to the new date per a newly written and signed contract if that date is available for Photographer. The new date must be within six months of the original date or the new contract will be subject to Photographer's current rates. If the new date is unavailable with Photographer for whatever reason, the contract will be cancelled and the retainer and other payments will not be refunded.

**Right of Withdrawal:** Photographer's discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should Photographer initiate the withdrawal, all fees will be returned, excluding deposit as well as fair market value for all services/products already provided.

## 4. Copyright and Reproductions

Photographer shall own the copyright for all images, design, and other work created and shall have exclusive right to make reproductions. Photographer is allowed to make reproductions for Client and for Photographer's portfolio, studio samples, display, self promotions, advertising, entry in photographic contests or exhibitions, instructional purposes, editorial use, publication, sale, stock photography, or within or on the outside of Photographer's studio. Any such use will be judicious and consistent with the highest standards of taste and judgment. If Photographer desires to use images for uses other than those specified above, Photographer shall not do so without first obtaining written permission from Client.

It is a violation of federal copyright law to allow photographs created by Photographer to be reprinted, duplicated, digitally reproduced, copied, scanned, or altered without the permission of Photographer. Client agrees to

purchase prints and products directly from Photographer unless in possession of high resolution digital files with a reproduction release. Further, Client agrees not to make copies for sale or for the purpose of circumventing sale of the images by Photographer. Client agrees not to edit, alter, modify, composite, scan, copy or reproduce images in any manner, for any reason, without a written release from Photographer.

## 5. Client Usage

Client is obtaining photographs for personal use only and shall not sell prints or authorize any reproductions by parties other than Photographer. If Client is obtaining a print for a newspaper announcement of the wedding or similar use, Photographer authorizes Client to reproduce the print in this manner. In such event, Client shall request that the newspaper run a credit to Photographer with the image, but shall have no liability if the newspaper refuses or omits to do so. Usage of images that Client receives on USB drive(s) is outlined in Section 6, below.

## 6. Release of Digital Files

Photographer will release the high resolution digital files from the Wedding and other pre-wedding events (ie Rehearsal Dinner Coverage, Engagement Session) to Client upon the delivery or pick up of the photos. The high resolution digital files may be slightly reduced from the original size. The original size file(s) may be provided to Client by Photographer upon written request. Depending upon the amount of files requested, Client may be billed for file preparation time.

These files will be delivered on USB drive(s). By releasing the digital files, Photographer authorizes the Client to use the images contained on the USB drive(s) for their own personal use, including printing of the images at a lab of Client's choosing. Photographers are not responsible for the quality of enlargements from these files that have been taken to a non-professional and/or consumer photo lab. The images may not be edited, altered, sold or published without the written consent of Photographer. Photographer will retain the copyright of the images contained on the USB drive(s) as well as the exclusive rights detailed in Section 4 "Copyright and Reproductions."

Requests for additional and/or replacement copies of these files may be purchased, however, Photographer may delete digital files from Photographer's hard drives and systems once the digital files are provided to Client.

## 7. Limitation of Liability

**Limitation of Liability:** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Photographer and the Photographer's owners, officers, directors, partners, employees and subcontractors, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever, including bodily injury or death and/or property damage, or claims expenses resulting from or in any way related to the performance of the Photographer from any cause or causes shall not exceed the total compensation received by the Photographer under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This includes but is not limited to photographic materials being damaged in processing, lost through camera or memory card malfunction, lost in the mail, or otherwise lost or damaged at any time.

**Force Majeure:** Neither Photographer nor Client shall be liable to the other for its failure to perform any of its obligations under this Agreement during any period in which performance is delayed (if rescheduling is possible) or rendered impracticable or impossible due to circumstances beyond its reasonable control including, but not limited to, fire, casualty, act of God, illness or death.

## 8. Photographer Substitution

In the extremely unlikely event of severe personal illness or other extreme acts of nature beyond the control of Photographer which precludes Photographer from performing the duties of coverage, Photographer will attempt to arrange for a substitute photographer of high qualification. Client and Photographer both assume the risks and

dangers of Photographer's travel and if the extremely unlikely event that a last-minute act of nature or travel disaster occurs while Photographer is en route to the event, Photographer will refund the client all monies paid, including the retainer. If a photographer is substituted, they may or may not be employed by Glasser Images.

#### **9. Inherent Qualities**

While Photographer adheres to the highest standards possible with respect to photographic materials, Client is aware that color dyes in printed photographic materials may fade or discolor over time due to the inherent qualities of the dyes and chemicals. Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities. If changes occur to any photographic materials, which are greater than normal fading and discoloration, the materials may be replaced at the discretion of Photographer.

#### **10. Standard Price List**

The charges in this contract are based on Photographer's standard price list. This price list is adjusted periodically and any future orders or additions to this contract shall be charged at the prices in effect at the time when the order is placed or change requested.

#### **11. Photographic Editing, Completion Time, and Sneak Peek**

Photographs are individually edited for color correction, contrast adjustments, tonal adjustments, color enhancements, and conversion to black and white (if applicable). These images are used for online proofing, digital files, USB drive(s), proof books, albums, and other products. Additional modifications and enhancements may be billed at the photographer's current retouching rates. Edited photographs are typically completed several months after the event but may take more or less time to be completed depending on the season. Photographer cannot guarantee an exact completion time but it is our goal and priority to complete the photographic editing as soon as possible. Photographer does provide a Sneak Peek photo gallery after the wedding. A Sneak Peek photo gallery consists of about 10 to 15 or more of the editor's favorite images, edited, and on the gallery for Client's download and use on thank you cards, etc. The Sneak Peek gallery is not guaranteed and may need to be requested.

#### **12. Officiant and Venue Restrictions**

Photographer may be necessarily limited by the guidelines or rules of the ceremony official, ceremony venue, or reception venue. Client understands and agrees that Photographer will abide by such guidelines or rules and that they are outside the control of Photographer. Client agrees to hold Photographer harmless for the impact of such guidelines or rules may have on the resulting photographs.

#### **13. Requested Photographs**

While Photographer will make every reasonable effort to take specifically requested photos, Client understands that a wedding is an uncontrolled event and that due to the varieties of the weather, available light, and willingness or availability of subjects, Photographer cannot guarantee that any particular requested photo will be taken.

#### **14. Artistic License**

Photographer shall be granted full artistic license in relation to the poses photographed and the locations used. Photographer will not be held responsible for the lack of coverage caused for the following reasons: The couple, family, or wedding party not being on time, members of the wedding party or family are unavailable when called on for a posed photograph, the wedding running late or if restrictions regarding photography at the desired location of the wedding are in force.

#### **15. Event Food Service**

A meal must be provided by Client for Photographer and their team for events 6 hours or longer. If Client provides

no meal, it is understood that Photographer may leave the event to purchase a meal. If possible, Photographer additionally requests to be seated in the same room as the guests, but at a table where frequent standing up, moving around, and sitting down in order to capture moments as they occur will not be a distraction.

#### 16. Program Listing

Client is not required to list Photographer in the event program. If Client chooses to list Photographer in the event program, Photographer must be listed as "Glasser Images".

#### 17. Shipping and Handling

Shipping and handling charges may be billed to Client if Client is unable to pick up proofs, prints, albums, digital files, etc. at Photographer's studio.

#### 18. Insurance

Photographer maintains business liability insurance to protect Client from claims by the property owner for accidental damage Photographer and staff may cause. Certification of insurance is available upon request. Specific requirements by the venue to list the venue as additional insured on Photographer's insurance policy must be requested at least 30 days prior to the event.

#### 19. Travel

Travel costs may included but are not limited to fuel, hotel, and meals. The cost of travel, if any, will be estimated and disclosed by Photographer to Client at the booking. The final travel cost is subject to change without notice due to fuel and other price fluctuations, other travel costs incurred during travel, etc. Photographer will bill Client for any additional travel costs.

#### 20. Additions and Subtractions

Photographer and Client agree that Client shall have the option of making additions to the list of ordered products and services, listed in Paragraph C, which may change the total balance. Photographer and Client agree that any additions to the products and services, listed in Paragraph C, shall be made 30 days prior to the wedding date, listed in Paragraph B. Other additions may be made at anytime prior to the wedding with approval or disapproval from Photographer. Other products may be ordered after the wedding.

Photographer and Client agree that subtractions may not be made to the list of ordered products and services, listed in Paragraph C unless approved by Photographer. Approval or disapproval will be at the discretion of Photographer. Photographer and Client agree that any subtractions to the products and services, listed in Paragraph C, shall be made 30 days prior to the wedding date, listed in Paragraph B.

#### 21. Extra Hours

If event coverage lasts longer than event coverage allotment listed in Paragraph C, Client may be billed at the current extra hourly rate.

#### 22. Model Release

Client and any subjects participating in the Event hereby assigns and grants Glasser Images and its legal representatives the irrevocable and unrestricted right to use and publish photographs of the Client or in which the Client and any subjects may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby releases Glasser Images and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that Glasser Images may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by Glasser Images.

### 23. Hostile Working Environment

If a wedding guest or family member creates a hostile working environment for the Photographer, we will work through the following system:

- i) A warning will be given to the individual. We will nicely, yet firmly, state our policy and what is expected of everyone.
- ii) If the individual continues a hostile working environment, Photographers will stop what they are doing and immediately alert the Client and Glasser Images management of the situation.
- iii) If the individual continues a hostile working environment after the first two steps, Photographer will again consult with Glasser Images management and then, if deemed necessary, will offer an ultimatum to the Client. Either the individual leaves the premises or Photographer does. If the Client chooses for the individual to stay, we will leave immediately and no refund will be given. If the invoice still has a balance, all other payments will still need to be made.

### 24. Miscellaneous

**This contract incorporates the entire understanding of both parties. Any modifications to this contract must be in writing and signed by both parties. Any adjustments to this contract cannot reduce the total overall dollar value. A reproduction of this contract shall have the same force and effect as the original. This contract supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof. This contract shall be governed by the laws of the state in which Photographer conducts business.**

Signed by  on Mar 7, 2020 at 8:34 AM from 50.82.237.64.

Signed by Jace Schacher, Glasser Images, LLC on Feb 26, 2020 at 2:25 PM from 216.147.170.153.

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### Addendum: Wedding Cancellation Contract

Glasser Images,  (hereinafter referred to as "Client") mutually agree to cancel this contract for wedding photography on Saturday, June 06, 2020. Upon receipt of this cancellation agreement signed by both parties, Glasser Images shall return \$0 to the Client. If the Client reschedules the wedding and Glasser Images has the date available, the downpayment can be applied to the wedding. The downpayment can also be applied to other services and products (including photo products, prints, canvases, albums, other products, and/or any other services).

**This contract incorporates the entire understanding of both parties. Any modifications to this contract must be in writing and signed by both parties. Any adjustments to this contract cannot reduce the total overall dollar value. A reproduction of this contract shall have the same force and effect as the original. This contract supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof. This contract shall be governed by the laws of the state in which Photographer conducts business.**

This addendum has not yet been signed by the client.

08-2022-CV-00969

# Exhibit 2



**From:** Attorney General <ndag@nd.gov>

**To:** "AGO CPAT Online Complaints" <onlinecomplaint@nd.gov>

**Subject:** AG General Complaint Form Submission

**Date:** Mon, 11 Oct 2021 16:04:16 -0500

**Importance:** Normal

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Submitted on October 11, 2021  
Submitted by user: Anonymous  
Submitted values are:

### **Complaint Information**

**Prefix:** Ms.

**Name:**

**Address:**

**City:** Alexander

**State:** North Dakota

**Zip Code:** 58831

**Daytime Phone Number:**

**Additional Phone Number:** -

**Age Range:** 18-24

**Email Address:**

**Confirm Email Address:**

### **Information About the Business**

**Name of Person or Business Complained against:** Glasser Images

**Business Primary Contact Person:** Multiple Glasser Images employees.

**Address:** 510 E Main Ave

**City:** Bismarck

**State:** North Dakota

**Zip Code:** 58501

**Business Telephone Number:** 701-250-2190

**Business Alternate Telephone Number:**

**Business Fax:**

**Website:** [www.glasserimages.com](http://www.glasserimages.com)

**Email Address:**

### **Complaint Details**

**Seeking Resolution:** Yes

**Date Of Transaction/Event:** August 25, 2020

**Type of Product or Service Involved:** Wedding Photography and videography

**Name of person(s) with whom you dealt, if any:**

**Money Paid:** \$4,710.00

**Paid By:** Debit Card

**Amount of Money Still Owed According to Person or Firm:** \$00.00

**First contact between you and the business:** I found information on the internet.

**Where did the transaction take place:** On the internet

**What Type of Sale Was This Transaction:** Internet

**Did you sign a contract or written agreement:** Yes

**Did you receive a receipt or a contract:** Yes

**Explain the facts and circumstances of your complaint:** On August 20, 2020 I received an email from  which included a wedding questionnaire to be filled out for more information on my wedding. On August 24, 2020 I booked with Glasser Images for engagement pictures and wedding photography and videography. On August 25, 2020 I paid an invoice of \$3,910 for 10 hours of photography/videography for my Nov. 13, 2021 wedding, an engagement session (stated to be complimentary for booking) , and a 20x30 canvas (the canvas was an August promo); which I did receive a receipt for. The transaction ID # was  and the invoice # was  On August 26, 2020 I received and engagement session from  which I completed. On September 1, 2020 I received a confirmation email confirming my engagement photography session for October 24, 2020. On Oct. 13, 2020 I received an email reminding me of my engagement session scheduled for 10/24/20 fr om  On October 26, 2020 I received an email stating information about when I should expect to receive my engagement photos. On November 11, 2020 I sent an email to  checking the status of my engagement photos. She replied on November 11, stating I should be receiving them by the end of the week. On November 17, 2020 I received my online gallery of my engagement session, as well as, a print release and a zip file of my photos to download. On November 25, 2020 I received a follow up email and questionnaire regarding my engagement session from  On December 21, 2020 I sent an email to  asking how much more it would cost to add additional hours to my photography and videography coverage for my wedding day. Emails were exchanged with that information between December 21, 2020 and January 20, 2021 where I asked to add 2 additional hours to my booking for \$800.00 extra. On January 20, 2021 I received an em ailed invoice of \$800.00 for my additional covered which I paid on January 21, 2021. The transaction ID # is  and invoice # is  On August 13, 2021 I received an email including a wedding itinerary questionnaire and creative consultation regarding my Nov. 13, 2021 wedding from  which I completed.

On October 7, 2021 social media sources, as well as, news sources stated that Glasser Images was closing immediately. Not only were they not fulfilling their contract to photograph and video our wedding, it was also stated that no refunds were going to be given. I have yet to receive a personal email stating any of this information.

**What Would You Consider a Satisfactory Resolution to This Matter:** Refund

**Amount of Refund:** \$4,710.00

**Explanation:**

**Have you complained to the business or person:** No

**Provide Details Such as: Date of contact, contact person, nature of response, response date, etc. Please provide a copy of response if applicable:**

**Have you contacted an attorney about this complaint:** No

**Attorney's Name/Lawfirm if retaining an Attorney:**

**Have you filed a lawsuit against the business, its owners or employees?:** No

**Where and what was the results?:**

**Have you filed a complaint with any other agency:** No

**List the names of agencies:**

**Signature:**

**Signature Date:** October 11, 2021

**Reference Number:** OC-13738

**From:** [Redacted]

**To:** "cpat@nd.gov" <cpat@nd.gov>

**Subject:** Glasser Images Customer Documents

**Date:** Mon, 11 Oct 2021 21:11:29 +0000

**Importance:** Normal

**Inline-Images:** Image.jpeg; Image(1).jpeg; Image(2).jpeg; Image(3).jpeg; Image(4).jpeg; Image(5).jpeg; Image(6).jpeg; Image(7).jpeg; Image(8).jpeg; Image(9).jpeg; Image(10).jpeg; Image(11).jpeg

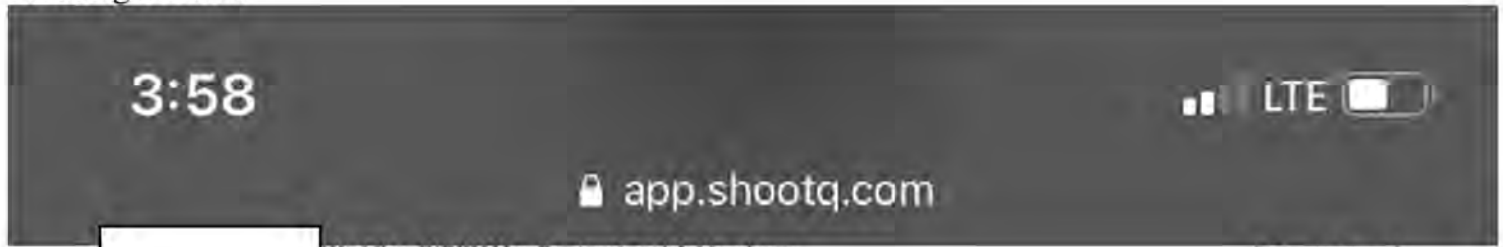
\*\*\*\*\* **CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe. \*\*\*\*\*

Customer information:

[Redacted]

Reference #: OC-13738

Wedding contract



[Redacted] Wedding [ND][MA] :: Contract and Addendums

Print this Page

Contract: Wedding Contract

**A. The Client**

[Redacted] Wedding [ND][MA]

[Redacted]

**Main Contact**

[Redacted]

**Home:** [Redacted]

**Cell:** [Redacted]

**B. The Event**

[Redacted] Wedding [ND][MA]

Date: Saturday, November 13, 2021

Ceremony Location:  Watford City, North  
Dakota 58854 United States

Reception Location:  Watford City,  
North Dakota 58854 United States

**C. Services and Products**

(1) 10 Hours of Each: Photography and Videography

(1) 1 Hour Engagement Session

(1) 20x30 Canvas (August Promo)

Total Price: \$3,910.00

Aug 24, 2020: \$3,910.00

**D. Terms and Conditions**

This photography contract is between Glasser Images, LLC (hereinafter "Photographer" or "Photographers" or "Glasser Images" or "Glasser Images, LLC") and Client as outlined in Section A, above (hereinafter referred to as "Client") relating to their wedding that will take place on date indicated in Section B above.

**1. Exclusive Photographer**

Photographer shall be the exclusive photographer retained by Client for the purpose of photographing the wedding day. Family and friends will be permitted to photograph at the wedding as long as they do not interfere with the duties of Photographer, and additionally, will be asked not to take pictures while Photographers are posing the couple, bridal party, or families. This is to avoid any distraction of the couple or bridal party during the photographic sessions. It is understood that Photographer is the exclusive official photographer retained to perform the photographic services outlined in this contract. Photographers which may be



(1) 20x30 Canvas (August Promo)

Total Price: \$3,910.00

Aug 24, 2020: \$3,910.00

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##### 1. Exclusive Photographer

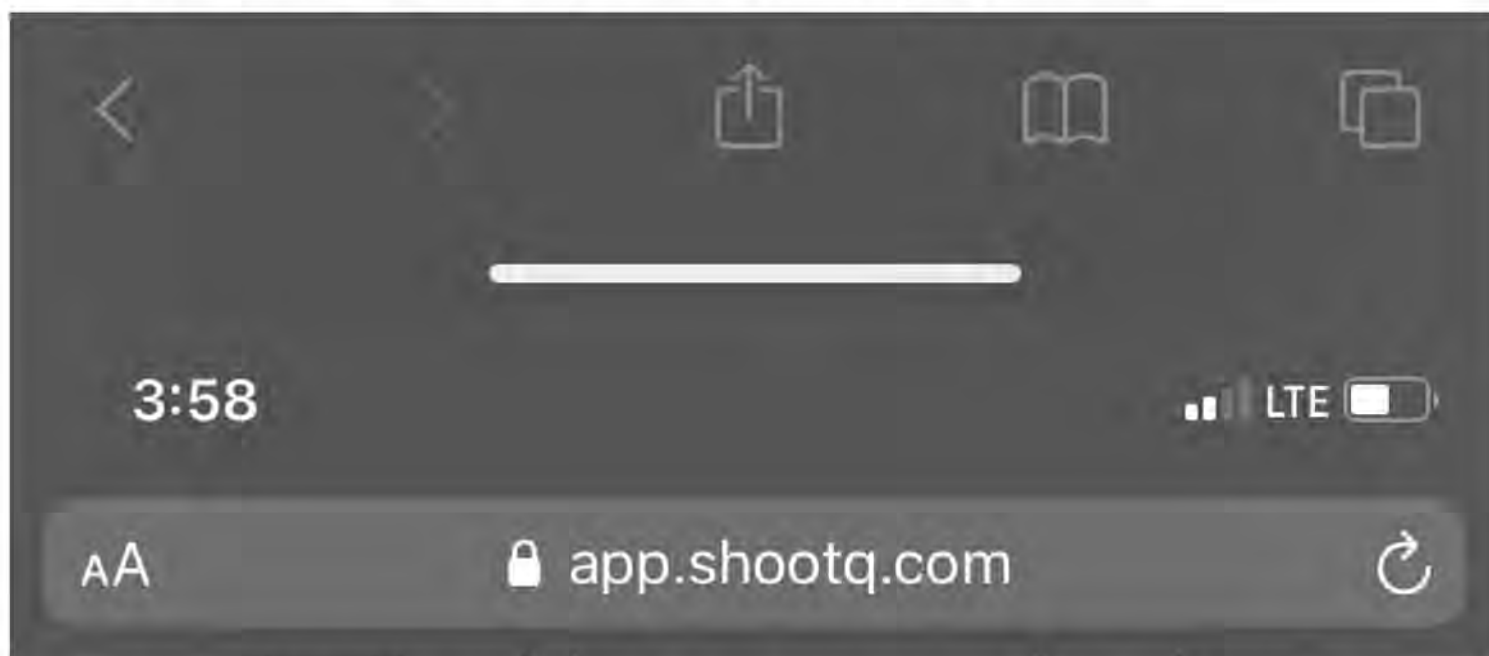
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#### **4. Copyright and Reproductions**

Photographer shall own the copyright for all images, design, and other work created and shall have exclusive right to make reproductions. Photographer is allowed to make reproductions for Client and for Photographer's portfolio, studio samples, display, self promotions, advertising, entry in photographic contests or exhibitions, instructional purposes, editorial use, publication, sale, stock photography, or within or on the outside of Photographer's studio. Any such use will be judicious and consistent with the highest standards of taste and judgment. If Photographer desires to use images for uses other than those specified above, Photographer shall not do so without first obtaining written permission from Client.

It is a violation of federal copyright law to allow photographs created by Photographer to be reprinted, duplicated, digitally reproduced, copied, scanned, or altered without the permission of Photographer. Client agrees to purchase prints and products directly from Photographer unless in possession of high resolution digital files with a reproduction release. Further, Client agrees not to make copies for sale or for the purpose of circumventing sale of the images by Photographer. Client agrees not to edit, alter, modify, composite, scan, copy or reproduce images in any manner, for any reason, without a written release from Photographer.

#### **5. Client Usage**

Client is obtaining photographs for personal use only and shall not sell prints or authorize any reproductions by parties other than Photographer. If Client is obtaining a print for a newspaper announcement of the wedding or similar use, Photographer authorizes Client to reproduce the print in this manner. In such event, Client shall request that the newspaper run a credit to Photographer with the image, but shall have no liability if the newspaper refuses or omits to do so. Usage of images that Client receives on USB drive(s) is outlined in Section 6, below.





3:58

LTE

AA

app.shootq.com



Client receives on USB drive(s) is outlined in Section 6, below.

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Photographer will release the high resolution digital files from the Wedding and other pre-wedding events (ie Rehearsal Dinner Coverage, Engagement Session) to Client upon the delivery or pick up of the photos. The high resolution digital files may be slightly reduced from the original size. The original size file(s) may be provided to Client by Photographer upon written request. Depending upon the amount of files requested, Client may be billed for file preparation time.

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Requests for additional and/or replacement copies of these files may be purchased, however, Photographer may delete digital files from Photographer's hard drives and systems once the digital files are provided to Client.

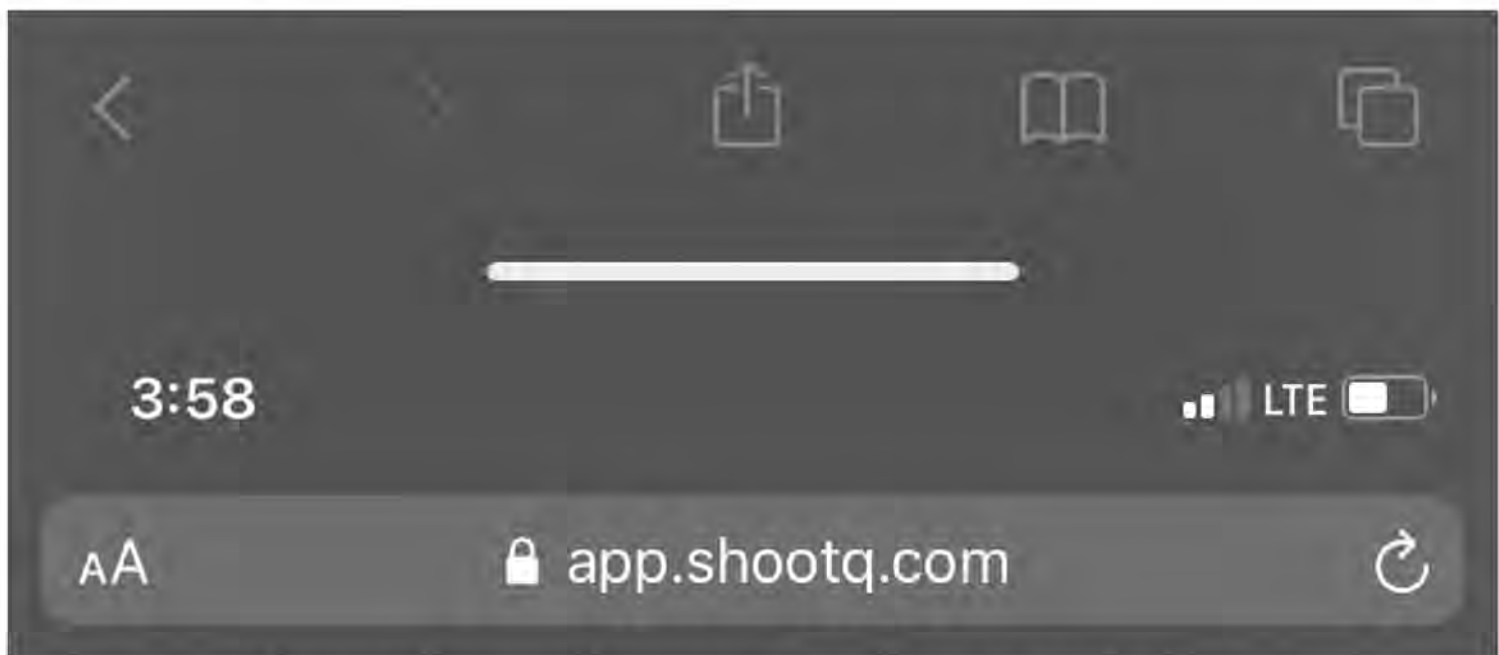
## 7. Limitation of Liability

Limitation of Liability: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Photographer and the Photographer's owners, officers, directors, partners, employees and subcontractors, and any of them, to the Client and anyone claiming by

or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever, including bodily injury or death and/or property damage, or claims expenses resulting from or in any way related to the performance of the Photographer from any cause or causes shall not exceed the total compensation received by the Photographer under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This includes but is not limited to photographic materials being damaged in processing, lost through camera or memory card malfunction, lost in the mail, or otherwise lost or damaged at any time.

**Force Majeure:** Neither Photographer nor Client shall be liable to the other for its failure to perform any of its obligations under this Agreement during any period in which performance is delayed (if rescheduling is possible) or rendered impracticable or impossible due to circumstances beyond its reasonable control including, but not limited to, fire, casualty, act of God, illness or death.

#### 8. Photographer Substitution



which performance is delayed (if rescheduling is possible) or rendered impracticable or impossible due to circumstances beyond its reasonable control including, but not limited to, fire, casualty, act of God, illness or death.

#### 8. Photographer Substitution

In the extremely unlikely event of severe personal illness or other extreme acts of nature beyond the control of Photographer which precludes Photographer from performing the duties of coverage, Photographer will attempt to arrange for a substitute photographer of high qualification. Client and Photographer both assume

substitute photographer of high qualification. Client and Photographer both assume the risks and dangers of Photographer's travel and if the extremely unlikely event that a last-minute act of nature or travel disaster occurs while Photographer is en route to the event, Photographer will refund the client all monies paid, including the retainer. If a photographer is substituted, they may or may not be employed by Glasser Images.

#### **9. Inherent Qualities**

While Photographer adheres to the highest standards possible with respect to photographic materials, Client is aware that color dyes in printed photographic materials may fade or discolor over time due to the inherent qualities of the dyes and chemicals. Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities. If changes occur to any photographic materials, which are greater than normal fading and discoloration, the materials may be replaced at the discretion of Photographer.

#### **10. Standard Price List**

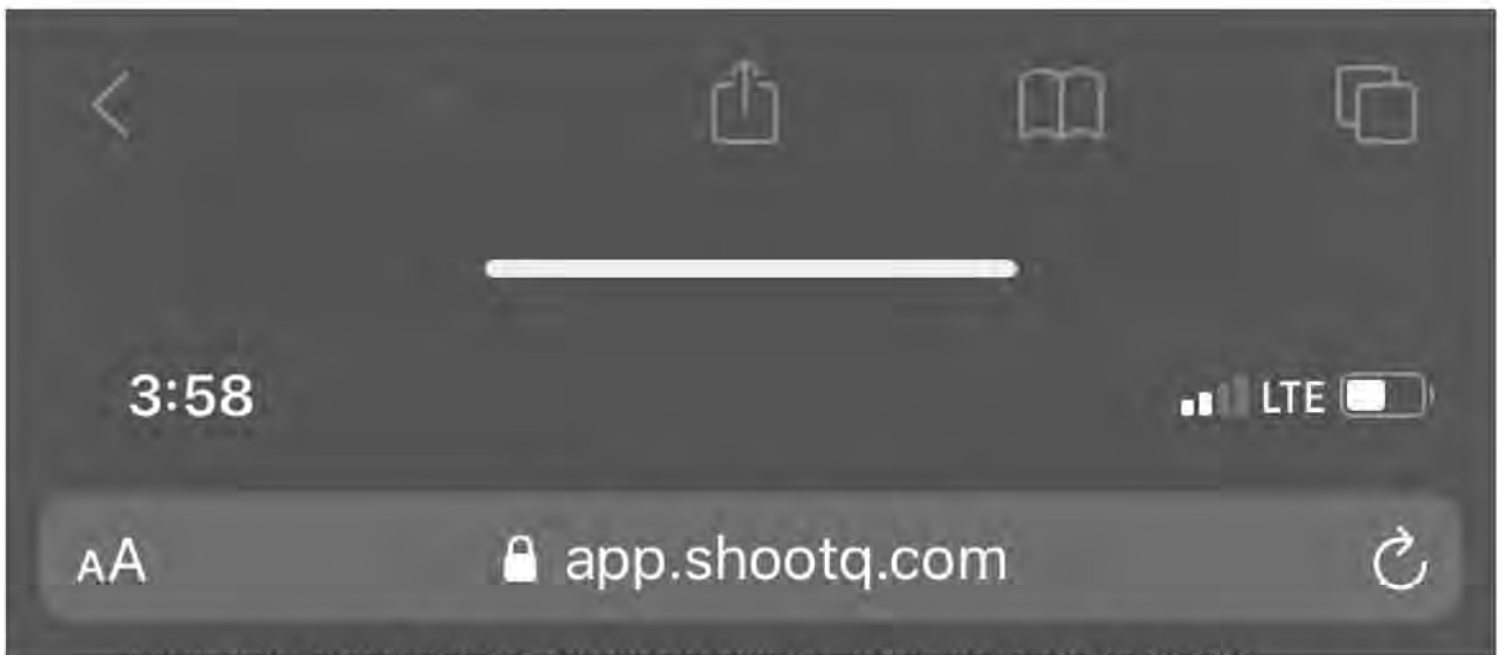
The charges in this contract are based on Photographer's standard price list. This price list is adjusted periodically and any future orders or additions to this contract shall be charged at the prices in effect at the time when the order is placed or change requested.

#### **11. Photographic Editing, Completion Time, and Sneak Peek**

Photographs are individually edited for color correction, contrast adjustments, tonal adjustments, color enhancements, and conversion to black and white (if applicable). These images are used for online proofing, digital files, USB drive(s), proof books, albums, and other products. Additional modifications and enhancements may be billed at the photographer's current retouching rates. Edited photographs are typically completed several months after the event but may take more or less time to be completed depending on the season. Photographer cannot guarantee an exact completion time but it is our goal and priority to complete the photographic editing as soon as possible. Photographer does provide a Sneak Peek photo gallery after the wedding. A Sneak Peek photo gallery consists of about 10 to 15 or more of the editor's favorite images, edited, and on the gallery for Client's download and use on thank you cards, etc. The Sneak Peek gallery is not guaranteed and may need to be requested.

---

#### **12. Officiant and Venue Restrictions**



typically completed several months after the event but may take more or less time to be completed depending on the season. Photographer cannot guarantee an exact completion time but it is our goal and priority to complete the photographic editing as soon as possible. Photographer does provide a Sneak Peek photo gallery after the wedding. A Sneak Peek photo gallery consists of about 10 to 15 or more of the editor's favorite images, edited, and on the gallery for Client's download and use on thank you cards, etc. The Sneak Peek gallery is not guaranteed and may need to be requested.

#### 12. Officiant and Venue Restrictions

Photographer may be necessarily limited by the guidelines or rules of the ceremony official, ceremony venue, or reception venue. Client understands and agrees that Photographer will abide by such guidelines or rules and that they are outside the control of Photographer. Client agrees to hold Photographer harmless for the impact of such guidelines or rules may have on the resulting photographs.

#### 13. Requested Photographs

While Photographer will make every reasonable effort to take specifically requested photos, Client understands that a wedding is an uncontrolled event and that due to the varieties of the weather, available light, and willingness or availability of subjects, Photographer cannot guarantee that any particular requested photo will be taken.

#### 14. Artistic License

Photographer shall be granted full artistic license in relation to the poses

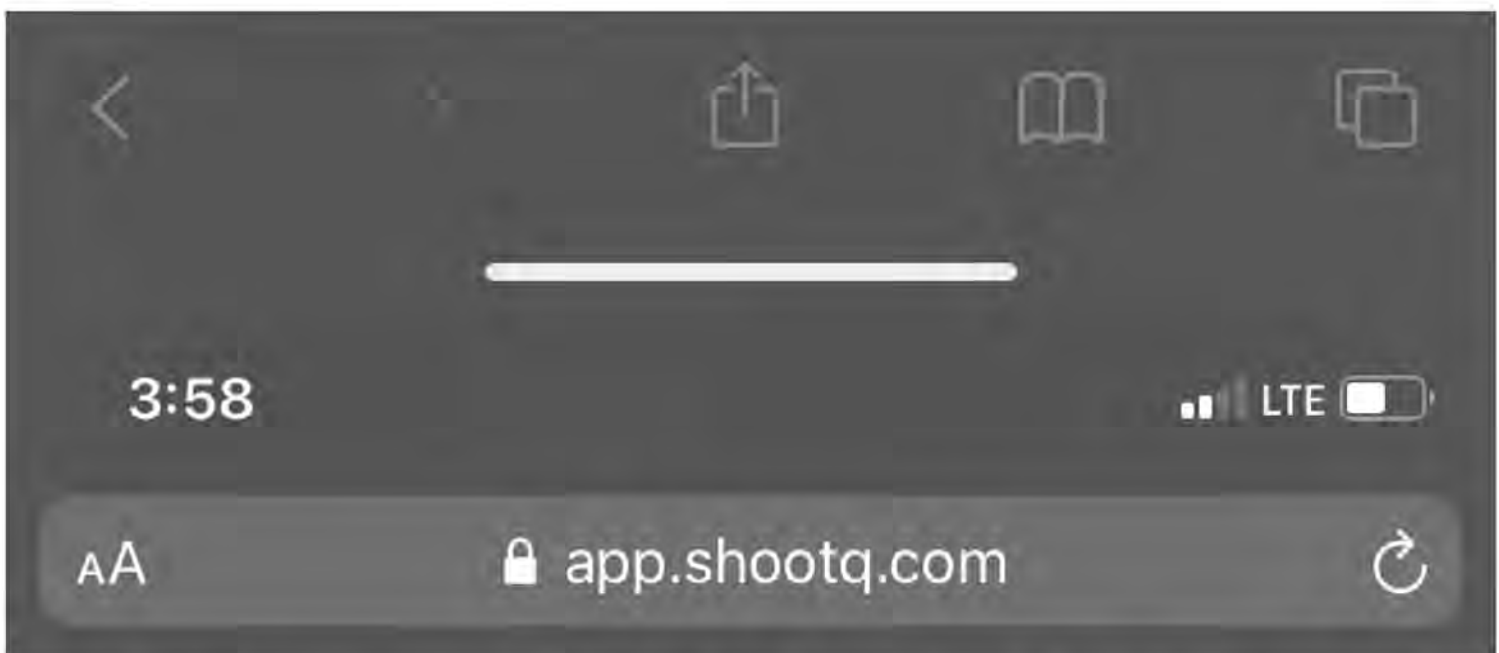
Photographer shall be granted full artistic license in relation to the poses photographed and the locations used. Photographer will not be held responsible for the lack of coverage caused for the following reasons: The couple, family, or wedding party not being on time, members of the wedding party or family are unavailable when called on for a posed photograph, the wedding running late or if restrictions regarding photography at the desired location of the wedding are in force.

#### 15. Event Food Service

A meal must be provided by Client for Photographer and their team for events 6 hours or longer. If Client provides no meal, it is understood that Photographer may leave the event to purchase a meal. If possible, Photographer additionally requests to be seated in the same room as the guests, but at a table where frequent standing up, moving around, and sitting down in order to capture moments as they occur will not be a distraction.

#### 16. Program Listing

Client is not required to list Photographer in the event program. If Client chooses to list Photographer in the event program, Photographer must be listed as "Glasser Images".



Client is not required to list Photographer in the event program. If Client chooses to list Photographer in the event program, Photographer must be listed as "Glasser Images".

#### 17. Shipping and Handling

Shipping and handling charges may be billed to Client if Client is unable to pick up proofs, prints, albums, digital files, etc. at Photographer's studio.

#### **18. Insurance**

Photographer maintains business liability insurance to protect Client from claims by the property owner for accidental damage Photographer and staff may cause. Certification of insurance is available upon request. Specific requirements by the venue to list the venue as additional insured on Photographer's insurance policy must be requested at least 30 days prior to the event.

#### **19. Travel**

Travel costs may included but are not limited to fuel, hotel, and meals. The cost of travel, if any, will be estimated and disclosed by Photographer to Client at the booking. The final travel cost is subject to change without notice due to fuel and other price fluctuations, other travel costs incurred during travel, etc. Photographer will bill Client for any additional travel costs.

#### **20. Additions and Subtractions**

Photographer and Client agree that Client shall have the option of making additions to the list of ordered products and services, listed in Paragraph C, which may change the total balance. Photographer and Client agree that any additions to the products and services, listed in Paragraph C, shall be made 30 days prior to the wedding date, listed in Paragraph B. Other additions may be made at anytime prior to the wedding with approval or disapproval from Photographer. Other products may be ordered after the wedding.

Photographer and Client agree that subtractions may not be made to the list of ordered products and services, listed in Paragraph C unless approved by Photographer. Approval or disapproval will be at the discretion of Photographer. Photographer and Client agree that any subtractions to the products and services, listed in Paragraph C, shall be made 30 days prior to the wedding date, listed in Paragraph B.

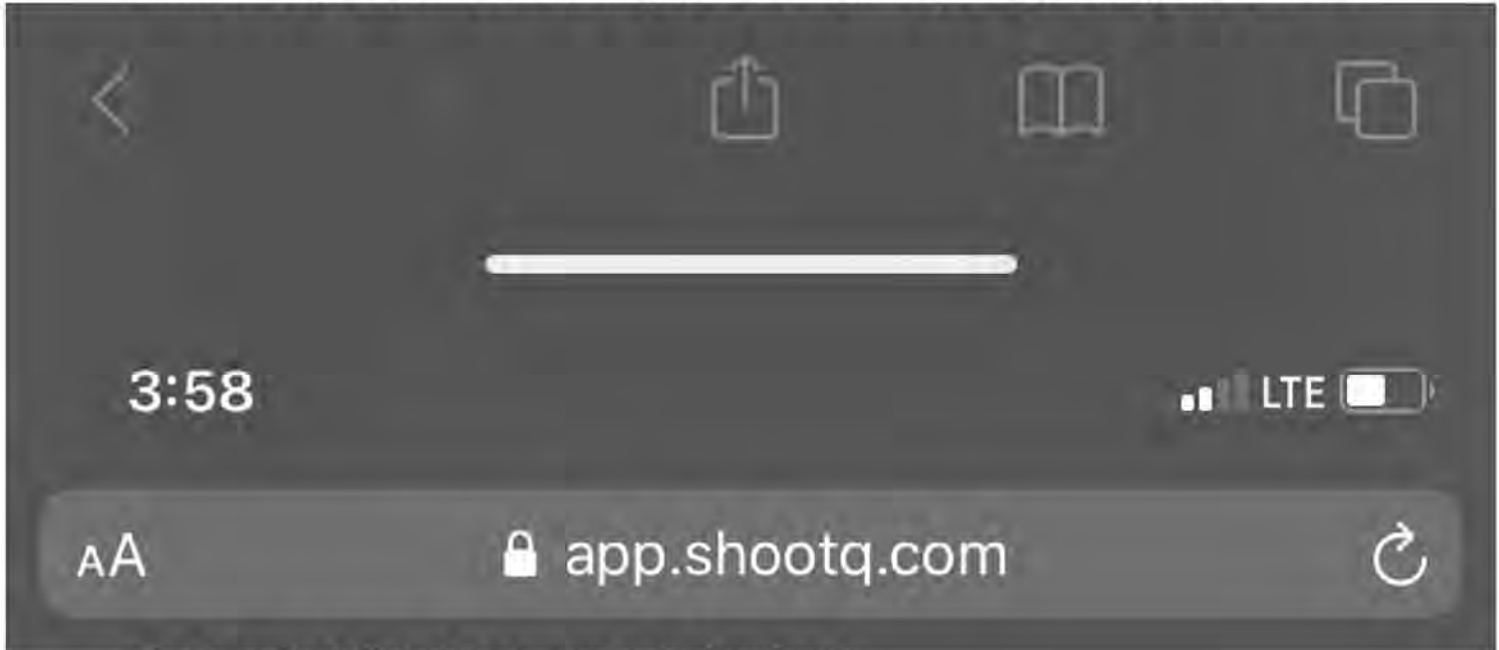
#### **21. Extra Hours**

If event coverage lasts longer than event coverage allotment listed in Paragraph C,

Client may be billed at the current extra hourly rate.

## 22. Model Release

Client and any subjects participating in the Event hereby assigns and grants Glasser



Client may be billed at the current extra hourly rate.

## 22. Model Release

Client and any subjects participating in the Event hereby assigns and grants Glasser Images and its legal representatives the irrevocable and unrestricted right to use and publish photographs of the Client or in which the Client and any subjects may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby releases Glasser Images and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that Glasser Images may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by Glasser Images.

## 23. Hostile Working Environment

If a wedding guest or family member creates a hostile working environment for the Photographer, we will work through the following system:

i) A warning will be given to the individual. We will nicely, yet firmly, state our policy and what is expected of everyone.

ii) If the individual continues a hostile working environment, Photographers will stop what they are doing and immediately alert the Client and Glasser Images management of the situation.

iii) If the individual continues a hostile working environment after the first two steps, Photographer will again consult with Glasser Images management and then, if deemed necessary, will offer an ultimatum to the Client. Either the individual leaves the premises or Photographer does. If the Client chooses for the individual to stay, we will leave immediately and no refund will be given. If the invoice still has a balance, all other payments will still need to be made.

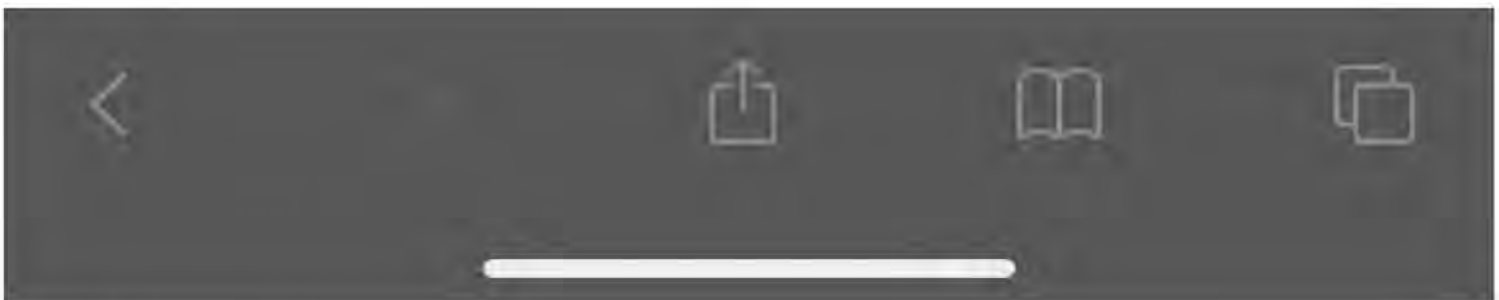
#### 24. Miscellaneous

This contract incorporates the entire understanding of both parties. Any modifications to this contract must be in writing and signed by both parties. Any adjustments to this contract cannot reduce the total overall dollar value. A reproduction of this contract shall have the same force and effect as the original. This contract supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof. This contract shall be governed by the laws of the state in which Photographer conducts business.

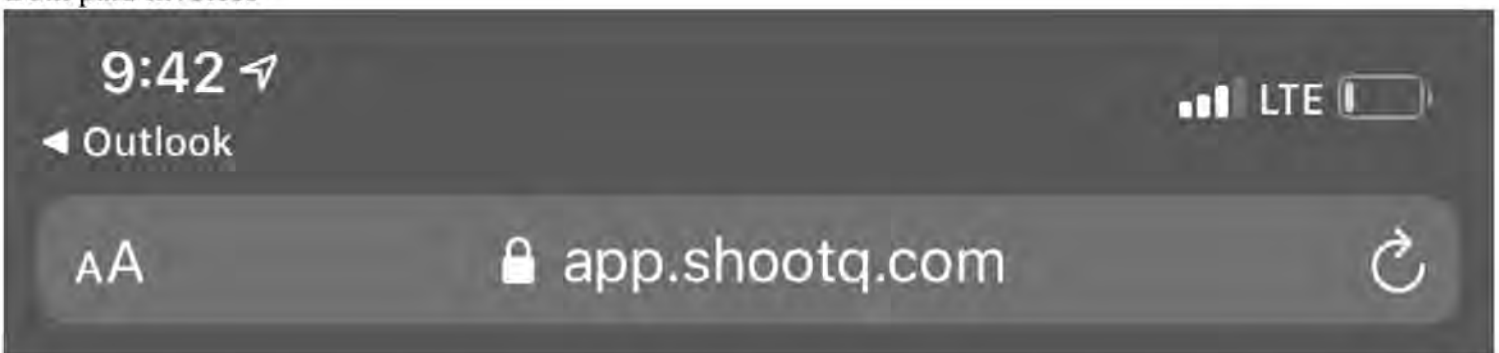
This contract was signed on

Aug 24, 2020 by  Glasser Images LLC at 9:57 PM.

Sep 3, 2020 by  at 10:37 PM.



Both paid invoices







Bill To:   
Print Invoice



### Paid Invoice

Associated Event:  Wedding  
[ND][MA]

Invoice Number:

Invoice Date: Monday, August 24th, 2020

Due Date: Monday, August 24th, 2020

Paid On: Tuesday, August 25th, 2020

QTY	ITEM	UNIT PRICE	TAXES	DISCOUNTS	TOTAL
1	Wedding Collection			(0)	
1	10 Hours of Each: Photography and Videography	\$4,600.00			\$4,600.00
1	1 Hour Engagement Session	\$0.00			\$0.00
1	20x30 Canvas (August Promo)	\$0.00			\$0.00
<b>Subtotal:</b>					\$4,600.00
<b>Upfront Payment</b>					-
<b>Discount (Promo)<sup>(0)</sup>:</b>					-\$690.00
<b>Total:</b>					\$3,910.00

**Note:**  
Payment on this invoice is non-refundable.

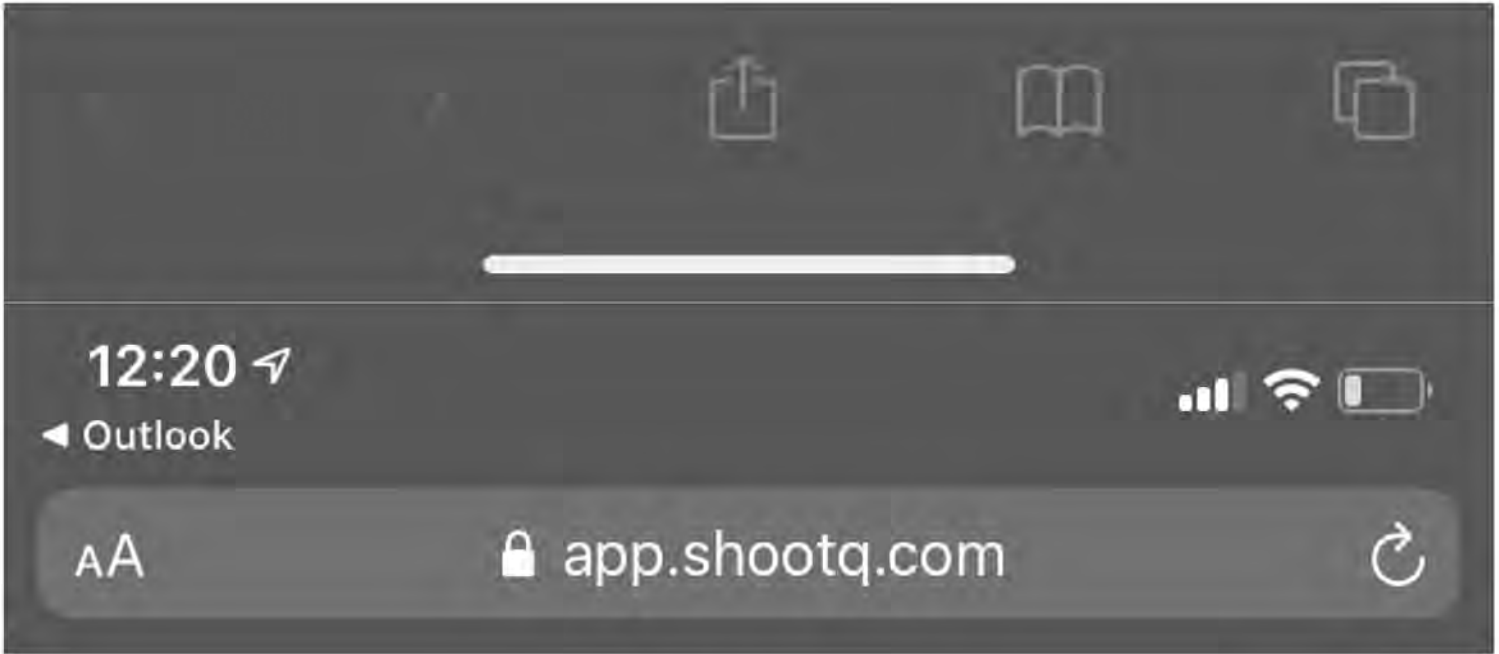
### Payment History

TYPE	DESCRIPTION	TRANSACTION ID/MEMO	DATE	AMOUNT
Credit Card	Wedding Collection	25715	Aug 25, 2020	\$3,910.00
<b>Balance Due:</b>				\$0.00
(This Invoice)				

### Payment Schedule

DUE ON	AMOUNT	REMAINING BALANCE
Monday, August 24th, 2020	\$3,910.00	\$0.00

Glasser Images | <http://www.glasserimages.com> | 701-250-2190 | PO Box 3190 | Bismarck, ND 58502 US



Bill To:   
Print Invoice



**Paid Invoice**

Associated Event:  Wedding  
 [ND][MA]  
 Invoice Number:   
 Invoice Date: Wednesday, January 20th, 2021  
 Due Date: Wednesday, January 20th, 2021  
 Paid On: Thursday, January 21st, 2021

QTY	ITEM	UNIT PRICE	TAXES	DISCOUNTS	TOTAL
1	Additional Coverage				
1	Extra 2 Hours of Photo and Video	\$800.00			\$800.00
<b>Note:</b>					
Payment on this invoice is non-refundable.					
					<b>Subtotal:</b> \$800.00
					<b>Total:</b> \$800.00

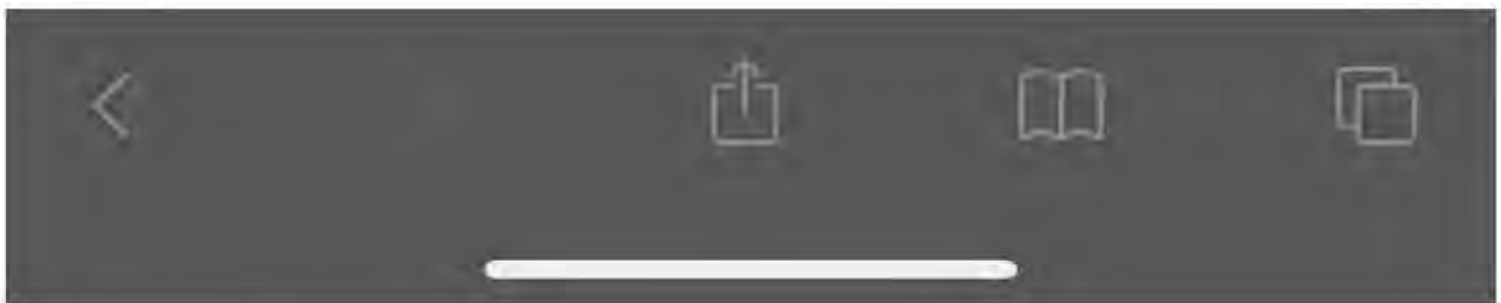
## Payment History

TYPE	DESCRIPTION	TRANSACTION ID/MEMO	DATE	AMOUNT
Credit Card	Additional Coverage	28037	Jan 21, 2021	\$800.00
			<b>Balance Due:</b> (This Invoice)	\$0.00

## Payment Schedule

DUE ON	AMOUNT	REMAINING BALANCE
Wednesday, January 20th, 2021	\$800.00	\$0.00

Glasser Images | <http://www.glasserimages.com> | 701-250-2190 | PO Box 3190 | Bismarck, ND 58502 US



Both signed receipts



# Your Signed Receipt - Glasser Images

Inbox



noreply@payjunctionmail.com  
To You

Jan 21



01/21/2021 08:26 AM CST

701-250-2190 (Office)  
www.glasserimages.com  
info@glasserimages.com

ID	DESCRIPTION	QTY	PRICE	SUB
[REDACTED]	Additional Coverage	1	\$800.00	\$800.00

### BILLED TO

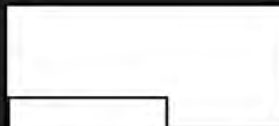


58831

### DETAILS

DETAILS  
TYPE  
APPROVAL  
TRANS ID  
MID  
TID  
TERMINAL

### Approved (00)



71826743  
136498

signature



EN



AMOUNT  
TOTAL USD\$800.00  
\$800.00

Cardmember acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth by the cardmember's agreement with the issuer.  
All payments are non-refundable.

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 **Pay Junction Payments™**

by PayJunction

  Reply



Mail



Search




Calendar

4:05 

 LTE 



## Your Signed Receipt - Glasser Images

 Inbox



noreply@payjunctionmail.com

To You

Jan 21

...



01/21/2021 08:26 AM CST

701-250-2190 (Office)  
www.glasserimages.com  
info@glasserimages.com

ID	DESCRIPTION	QTY	PRICE	SUB
[REDACTED]	Additional Coverage	1	\$800.00	\$800.00

**BILLED TO**



58831

**DETAILS**

DETAILS  
TYPE  
APPROVAL  
TRANS ID  
MID  
TID  
TERMINAL

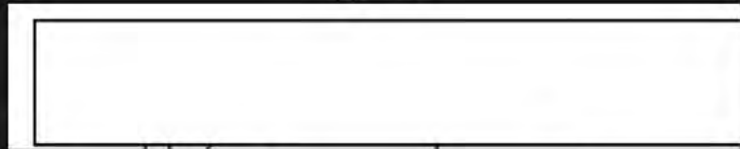
Approved (00)  
Charge - Capture



71526747

136498

signature

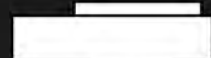


ACCOUNT

ENTRY MODE

AMOUNT

**TOTAL**



Manual

USD\$800.00

**\$800.00**

Cardmember acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth by the cardmember's agreement with the issuer.  
All payments are non-refundable.

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08-2022-CV-00969

# Exhibit 3



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# UPDATE: Over 170 claims against Glasser Images filed with AG's office



By Jaycie Dodd and Bailey Hurley  
Published: Oct. 8, 2021 at 6:59 PM CDT



FARGO, N.D. (Valley News Live) - UPDATE: The North Dakota Attorney General's Office says as of 5 p.m. on Oct. 8, their office has received 173 complaints against Glasser Images. The Bismarck-based photography business announced its sudden closure on the evening of Oct. 7.

A spokeswoman for the AG's office says there have been several more claims filed since then, but are still being processed. She says these types of consumer fraud investigations often take several months to complete.

OCT. 8 UPDATE:

Just before 6 p.m. on Oct. 8, an apology from Jack Glasser, along with the contact information for his new attorney Tim O'Keefe of Fargo, was released.

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O'Keefe tells us Jack Glasser reached out to him this afternoon, and right now O'Keefe is 'just trying to wrap his head around this.' When asked if clients and sub-contracted photographers would receive a refund he said they are trying to do everything they can to 'make this right.' He said the reason he took the job is because he believes in helping small businesses who are in a bind.

Here is the full statement from Jack Glasser:

*"We've been in business for 16 years and up until Covid-19 hit, we were successful and growing, but then things drastically changed for the worse," said Glasser. "We pivoted and made changes, but simply couldn't keep up with our ongoing costs, debt repayment, salaries, rent and other business expenses. These factors have caused irreparable damage to the business and has forced us to make this decision rapidly. Closing our doors is extremely heart wrenching for me."*

ORIGINAL:

Title: UPDATE: Over 170 claims against Glasser Images filed with AG's office  
URL: <https://www.valleynewslive.com/2021/10/08/upadte-attorney-glasser-images-talks-with-vnl/>  
Captured: April 26, 2022

ADVERTISEMENT

Photographers, brides, and grooms are speaking out tonight after a Bismarck based photography studio dropped the bombshell that they are closing their doors.

On Oct. 7 hundreds of people received an email from the founder of Glasser Images, Jack Glasser, saying his company is closing and won't be issuing any refunds leaving couples without a wedding photographer and down thousands of dollars.

It didn't take long for the VNL whistleblower-hotline to be flooded with phone calls and emails from dozens of couples, and former sub-contracted Glasser photographers asking for our help.

"It's my big day too, but she's been dreaming of this day for her entire life, so I think when something like this happens, you're caught off guard and you worry that it's not going to be the day that you worked so hard for to have." said Wil Davis.

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Davis' wedding is set for Oct. 9, but the day before he was left scrambling to find a solution after Glasser Images decided to close it's doors just 48 hours before his wedding.

"Most people that are getting married are trying to start a life, and you buy a house and get their life moving," said Davis. "Something like this when you've sacrificed enough to pay that to capture your special day and for it just with one email be taken is frustrating."

Amara Willert was a sub-contracted photographer for Glasser Images but she said since she started in June, she hasn't received a dime from Glasser.

"They're gonna pay us. They have to pay us! Right? But now it's not looking like that." said Willert.

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While she and her husband are down almost \$15,000, she said she's only worried about making sure the brides and grooms still have a photographer on their wedding day.

"It's one thing to lose money but you can't you can't redo a wedding." said Willert

She is just one of dozens of photographers who are speaking out saying they hadn't been paid by Glasser, and now they are stepping up trying to help.

Marissa Salberg plans to get married next September, on Sept. 30 she paid in full for a videographer from Glasser Images. On top of the already booked Glasser photographer she is now down \$4,000

ADVERTISEMENT

"So we're looking at not even getting to go on honeymoon because of it that's also really a bummer." said Salberg

A Facebook group was created called 'Hold Glasser Accountable' with more than 1,000 members discussing how they can get their money back or get the pictures that had already been taken.

"They aren't going to get their pictures and I can't even begin to think about that having your day photographed and now you don't get your pictures at all and you don't get a redo of that." said Davis

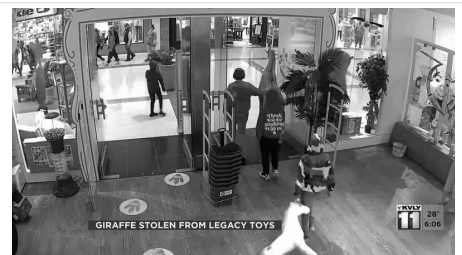
"All of the brides. Are they going to get their photos, are they going to get their money back? What going to happen? I have a wedding tomorrow. I have a wedding on Saturday... what's going to happen to them." said Willert

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**FIRST ALERT STORMTEAM 3-DAY PLANNER**  
COWAN AND COMPANY

TUE 26	WED 27	THU 28
EQ 40	EQ 47	EQ 50
Average Temperatures 36 60		

P.M. Showers

**Noon Weather - April 26**

Jennifer Mayadas-Dering

**DONATE LIFE MONTH**

**Noon News April 26 Part 2**


**Mr. Food - Pretzel S'mores Bites**

**Mr. Food - Pretzel S'mores Bites - April 26**




✕

**DAILY MOTIVATION**  
NORTH DAKOTA TODAY



Never give up. Today is hard, tomorrow will be worse, but the day after tomorrow will be sunshine.

- Jack Ma



**NDT - Daily Motivation - April 26**

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A Gray Media Group, Inc. Station - © 2002-2022 Gray Television, Inc.

08-2022-CV-00969

# Exhibit4

## ND Attorney General Complaint Form Submission

Submitted on October 10, 2021

### Complaint Information

Prefix: Mr.

Name:

Address:

City: Grand Forks

State: North Dakota

Zip Code: 58201

Daytime Phone Number:

Additional Phone Number: -

Age Range: 25-34

Email Address:

Confirm Email Address:

### Information About the Business

Name of Person or Business Complained against: Glasser Images

Business Primary Contact Person: Jack Glasser

Address: 1000 Tacoma Ave Suite 200

City: Bismarck

State: North Dakota

Zip Code: 58504

Business Telephone Number: 7012502190

Business Alternate Telephone Number:

Business Fax:

Website:

Email Address:

### Complaint Details

Seeking Resolution: Yes

Date Of Transaction/Event: October 8, 2021

Type of Product or Service Involved: Photography and Videography

Name of person(s) with whom you dealt, if any:

212532

NDAG000037

**Money Paid:** \$4293

**Paid By:** Credit Card

**Amount of Money Still Owed According to Person or Firm:** \$00.00

**First contact between you and the business:** I found information on the internet.

**Where did the transaction take place:** On the internet

**What Type of Sale Was This Transaction:** Internet

**Did you sign a contract or written agreement:** Yes

**Did you receive a receipt or a contract:** Yes

**Explain the facts and circumstances of your complaint:** Paid in full (9/29/20) over a year ago for wedding pictures and video. Got Email notice the night before our wedding (10/08/21) that the company was closing and not honoring any prior agreements and that there would be no refunds.

**What Would You Consider a Satisfactory Resolution to This Matter:** Refund

**Amount of Refund:** \$4293

**Explanation:**

**Have you complained to the business or person:** No

**Provide Details Such as: Date of contact, contact person, nature of response, response date, etc. Please provide a copy of response if applicable:**

**Have you contacted an attorney about this complaint:** No

**Attorney's Name/Lawfirm if retaining an Attorney:**

**Have you filed a lawsuit against the business, its owners or employees?:** No

**Where and what was the results?:**

**Have you filed a complaint with any other agency:** No

**List the names of agencies:**

**Signature:**   
**Signature Date:** October 10, 2021  
**Reference Number:** OC-13694



**Missel, Kimberley M.**

---

**From:** [REDACTED]  
**Sent:** Sunday, October 10, 2021 5:00 PM  
**To:** -Info-Consumer Protection  
**Subject:** [REDACTED] Consumer complaint  
**Attachments:** Screenshot\_20211010-165800\_Gmail.jpg; Screenshot\_20211010-165851\_Gmail.jpg

**\*\*\*\*\* CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe. **\*\*\*\*\***

Attached is an email confirmation of the booking and also a digital receipt of payment.

4:58 58°

46%



noreply@payjun... 9/29/2020

to me



09/29/2020 08:42 PM CDT

701 250 2190 (Office)

ID	DESCRIPTION	QTY	AMOUNT	TOTAL
SQ 1814549	Wedding Collection	1	\$4,293.00	\$4,293.00

BILLED TO



Grand Forks, North Dakota, 58201 United States

DETAILS

DETAILS  
TYPE  
APPROVAL  
TRANS ID  
MD  
TID  
TERMINAL

Approved (00)  
Charge Capture



136498

signature



ACCOUNT

VISA

Entry Mode

Manual

AMOUNT

USD\$4,293.00

TOTAL

\$4,293.00

09/30/20 24 11 219 213

Cardholder must know and agree to terms and conditions of the account. If not, please contact the issuer for more information. For more information, please visit the issuer's website.

Not a cardholder? Contact your issuer.

Transaction ID: 136498

by PayJunio



4:58 58°

46%



**From:** Glasser Images <no-reply@shootq.com>

**Date:** September 29, 2020 at 9:44:33 AM CDT

**To:** [REDACTED]

**Subject: Wedding Photography Booking Confirmation**

**Reply-To:** Glasser Images

<info@glasserimages.com>, Glasser Images

<mail+shoot\_ddac3f28-f8fb-11ea-81b7-

06b9e40ff47d\_95d2-

001b24786824@mailto.shootq.com>

Hello [REDACTED]

Thank you for booking your Wedding with Glasser Images! We are thrilled to celebrate with you on Friday, October 08, 2021!

Below is your personal webpage login information. **Please login to review everything, electronically sign your contract(s), and pay your downpayment online.**

- Here is the link to access your webpage:

<http://app.shootq.com/public/~13ca1f/clients>

- The security code to access your webpage is:

[REDACTED]

- Please note that if you have multiple bookings with Glasser Images, you may need to log out and log into each personal webpage using the unique security code.

We are SO excited! Here's an idea of what to expect leading up to your wedding:

- 3-4 months before your wedding: we'll send out a questionnaire so you can let us know ALL the details (locations, ceremony time, how big your wedding party is, if you're doing a first look or not,



08-2022-CV-00969

# Exhibit 5

**From:** [redacted]

**To:** Jace Schacher <jace@glasserimages.com>

**Cc:** [redacted]

[redacted] Jack Glasser <jack@glasserimages.com>

**Subject:** Re: [redacted] Wedding Photography

**Date:** Sat, 9 Oct 2021 07:24:42 +0000 (UTC)

---

Wow, just wow. I can't think, I can't sleep. I may not ever see my wedding photos... photos my husband's 95-yr-old grandpa was in, photos my aging and not well Grandpa was in, photos my nieces and nephews were all in, photos of us exchanging our vows, photos of us spending our day with loved ones many of which we hadn't seen for at least a year or more due to COVID. I'm devastated. I feel so incredibly betrayed. We cannot redo that day.

I am a firm believer in giving people chances, in letting people redeem themselves, in allowing people to make mistakes. I did that several times during the process with Glasser, literally fearing a photographer may not be assigned or show up on my wedding day. I was kind, gentle, patient, and thorough, and like many others, really don't deserve this.

The very least Glasser could do is release to their clients all images they have possession of/allow photographers working under their name to release images they have possession of. Unedited, whatever. Why would they be left to die in some vacant office space? (Literally crying.)

Anyone with any kindness in their heart would want families to have their photos. These are memories we paid to have captured. I can't believe anyone could take this away from others. Again, totally devastated.

[redacted]

On Friday, July 30, 2021, 11:06:06 AM CDT, Jace Schacher <jace@glasserimages.com> wrote:

Hi [redacted]

First off, I greatly appreciate the time and effort you put into composing this email. I personally know how difficult it is to express how you're feeling. From myself and the whole team here at Glasser Images, I'm very sorry to hear your experience has been less than stellar.

I apologize about your frustration with our with our initial wedding questionnaire and our itinerary questionnaire. You filled out the initial wedding questionnaire wonderfully (it certainly didn't go unnoticed as all the info is very beneficial for what you're envisioning for your wedding day). We sent that out right away when a couple reaches out so we can get to know them, their love story, etc. When you booked with us in October, we were using our old system for our itinerary questionnaire and timeline process (which was quoted in some of our correspondence). The beginning of this wedding season, we updated our process in hopes to make things more efficient and save valuable time for everyone involved in creating the wedding day timeline. In implementing a new process/system in any business, there will always be some hiccups and adjustments to be made in the process and I'm sorry we fell short on this for you and that this was a gaffe. It's never ever our intention to cause any frustration or added stress as we definitely know how stressful planning a wedding can be. In the 16 years we've been capturing weddings, we've seen many timelines flip upside down when planning well in advance, which is one of the reasons we wait a bit closer to the wedding day to solidify the details.

The software we use does automatically send out emails and messages about reminders on upcoming payments. I apologize about any annoyance this had caused. I will check with the team to see if we can change any of those settings for future clients.

I've included a few additional key players from our team in this email. [redacted] our [redacted] [redacted] our [redacted] And Jack Glasser, the Founder of Glasser Images, so they are aware of your feedback. I really appreciate your feedback and this helps us to continue to improve ourselves for the future and make adjustments in the process where needed.

I just wanted to confirm that your consultation with [redacted] went well? Were you able to finalize a timeline? [redacted] and I would love to work directly with your coordinator to help take the stress off you if you'd prefer. :) We too, would love to get

this all wrapped up and taken care of for you so it's one less this on your plate.

Again, I really appreciate the time you took to write your email and express your feelings. We are looking forward to celebrate with you on 8/21!! :)

Thank you,

--

**Jace Schacher**  
Lead Wedding Consultant  
Glasser Images  
701-250-2190  
[glasserimages.com](http://glasserimages.com)

On Jul 30, 2021, at 1:03 AM [redacted] wrote:

Hi, Jace & [redacted]

I am reaching out because I can't stop thinking about this. I am a genuinely kind, understanding, and (try to be) very patient person, but so far, my experience with Glasser Images has been less than stellar. I had the highest of expectations based on website galleries and a positive comments from my cousin who used Glasser (and she has so much money, she could literally have chosen anyone). Jace, your responses have been thorough and helpful, and I really appreciate you. [redacted] our communication has been far less as we just "met", but I think it has been positive. What I am not thrilled about is the actual process and timing associated with almost all activities beyond my communications with Jace (and the almost every day emails and texts I was receiving a whole month before my payment was due reminding me to make my upcoming payment). I hired Glasser MANY months ago, hoping that most of my work was done. I filled out the Questionnaires super thoroughly, hoping that really meant my work in this arena was truly almost done (plus, I just really care about giving and receiving things in detail). The initiation of the 2nd Questionnaire and meeting my main Photographer was incredibly delayed - I emailed to see why this process wasn't rolling on a few different occasions (kindly inquiring). I can understand some hiccups in general in any industry (we are all humans), but people planning weddings are busy and for people who like to plan ahead to reduce stress and last-minute work, this process runs way too slowly and without updates that make you feel confident in the company you have hired. Not to mention, not knowing the photography timeline negatively impacts many other vendors' ability to make their final timelines (especially, hair/makeup folks, the wedding coordinator, and myself). I just met my Photographer today (only 22 days before my wedding) and I have yet to know who the 2nd shooter is (and I am aware that my Photographer does not know yet who this person is either and she has never worked with them...). I feel that I should know this information, and they should definitely know, so they know how to work together. I am now tasked with reviewing and editing a Shot List when I have a billion other things to do to be prepared by August 21st. I am upset that we are not past this point in the process. I feel like I am paying 1,000s of dollars to be put to work versus receiving a service. [redacted] seems like a very nice person, so this is NOT a complaint against her. It did initially make me a little nervous knowing that she was new to Glasser, but she gave me her website to look at her photography and that made me feel better. I really am optimistic this will go well with her. But in general, I feel a bit uneasy.

I HATE that I am upset and worried enough to write this. I am not the type to complain, honestly. I have tried so hard to remain patient. It just really feels like the ball was dropped. I appreciate feedback, so that is part of the reason I am sharing. I thought about erasing this whole email, but I think it is important to know where we can make improvements, so decided to hit send. I am a good human, I promise, I just need to wrap up this portion of my planning process, so anything you can do to make that happen would be amazing and greatly appreciated.

Thank you for your time.

[redacted]

08-2022-CV-00969

# Exhibit 6

**From:** Jace Schacher <jace@glasserimages.com>

**To:** [REDACTED]

**Bcc:** mail+shoot\_9950f918-003a-11eb-a010-06cb2fd899ea\_95d2-001b24786824@mailto.shootq.com

**Subject:** Re: [REDACTED] Wedding Photography Packages

**Date:** Thu, 1 Oct 2020 12:57:31 -0500

---

Hi [REDACTED]

That is wonderful to hear and I'm more than happy to answer your questions.

1. It is dependent on how the day goes however, we usually do more posed photos either before your ceremony or right after your ceremony. Ideally, we like to do them before your ceremony as it helps the flow of the day.

2. If there are any specific photos that stand out to you on our website or social media, please let me know and I can take a look to see who specifically took that image. Typically our process with choosing your wedding day team is going through the questionnaire that you can find [HERE](#) in great detail. We pair you with whom we think will work best with you based off of your answers, likes, dislikes, personalities, wedding vision, etc. Every creative on our team has the same style, feel, approach to how they document. Glasser Images doesn't hire creatives that don't fit our style, brand, and standards. That way we can offer a wonderful line of consistency across the board.

3. For wedding video, that's a good 50/50 on what our couples do. If you're not 100% sure you want video, we can always add it on at a later time if we are still available for your date.

4. Regarding COVID, I totally understand your concerns and I always answer this question like I am talking to my best friend (to the point with all the facts and let you decide what's best for you). We want to be transparent with our policies. Let me first say that we have been in business for 15 years and we are not going anywhere, so no worries about that portion. If you need to reschedule your wedding, we do not charge a fee of any kind to reschedule your wedding. We also are able to be flexible with dates if rescheduling is what you decide.

If you decide to cancel altogether, money paid in will be provided as a product/service credit that you can use towards future services and products. This does not expire.

If I were in your shoes and wondering if paying upfront is right for me, I'd ask myself this: If you can't have your wedding in August next year, would you cancel or just push it out? If the answer is push it out, then no worries. We'll just reschedule it and move everything to the new date. If you aren't sure, then maybe choosing a different down payment is a better option (We've even done \$500 down payments for a few couples having similar concerns... the rest would not be due until a couple months before the wedding). Let me know your thoughts or if you have additional questions. We understand the current uncertainty and want to be as flexible as possible.

5. It is a physical wedding album that you are able to pick out and customize from cover to cover with our [REDACTED] [REDACTED] We suggest picking out your top 150 favorite images from your wedding gallery. The album credit was created based off of a 8x8 album, with 25 spreads (50 pages), which fits 150 images wonderfully.

Please let me know if there are any new questions that I can answer for you.

Thanks so much!

--

**Jace Schacher**  
Client Consultant  
Glasser Images



701-250-2190

[Website](#) | [Facebook](#) | [Instagram](#)

On Oct 1, 2020, at 12:34 AM, [redacted] wrote:

Hi, Jace.

I just wanted to let you know that I'm indeed still very interested, I just need to talk through the amount of hours and whether or not we're going to add video with [redacted]

A few questions:

- At what point in the day do you typically do the more posed wedding party, family, and larger group pics? Before the wedding guests arrive or after the ceremony?
- Do we have any say as to which photographers we get to work with? Like, do we get to see individual portfolios to see the style we feel would work best for us/our personalities/wants? I have a cousin who recently worked with [redacted] and she only had good things to share. (I am sure everyone on your team is super talented, but it's a tiny bit concerning to me that I wouldn't know who my specific photographers were until so much closer to the wedding date)
- Do most couples choose to have wedding video?
- Do you have something built into your contract regarding Covid (crossing my fingers this is not a thing in 2021, of course)? (This would mostly make me a bit uneasy if we were to pay all upfront to receive the 10% discount and then risk losing all that money)
- You mentioned an October promo - is it an album with a certain amount of pics that you receive?

I apologize - what started out as a couple questions, quickly turned into many questions.

I really do appreciate your time and hope to hear back from you soon.

Thanks much!

[redacted]

Sent from Yahoo Mail on Android

On Tue, Sep 29, 2020 at 3:13 PM, Jace Schacher  
<[jace@glasserimages.com](mailto:jace@glasserimages.com)> wrote:

Hey [redacted]

You're more than welcome!

I'm not sure how close you've sifted through our website but I want to point out a very helpful tool we've put together to see where you might land for coverage based off of the moments you're wanting captured. Make sure to take a look at [THIS](#) post and let me know if you have any questions.

Based off of knowing your ceremony and reception will be all at your parents house, I'd recommend 7 hours of coverage. Typically within that amount of time, we will be able to capture the finishing details of getting ready all the way up to the first dances.

Also, about 2-3 months before your wedding day, we will email you our wedding itinerary questionnaire. This questionnaire will ask you all the important and thorough questions for us to put together a very detailed and accurate wedding day timeline. At this time, it's a great telling point if we need to add on more time or adjust anything to accommodate the moments you want captured.

Once we have everything put together in the itinerary, we will contact you to set up your creative consultation with your creative team and go through your itinerary, discuss more creative direction, and answer any other questions you might have. The creative consultation is scheduled about a month or so before your wedding to ensure nothing major changes to the timeline.

Each of our Photography + Videography Wedding Packages include:

- 2 photographers
  - 1 videographer
  - 1 hour engagement session (there are also no travel costs for portrait (including engagement) sessions in Bismarck, Fargo, Minot, and Dickinson ND, Rapid City SD, Minneapolis MN, Colorado Springs CO)
  - Creative Consultation and personalized wedding day timeline
  - Free custom designs when you order any paper products through us (i.e. invites, save the dates, guest books, programs, etc)
  - A custom USB loaded with your wedding photos inside a custom keepsake box with matted prints
  - Hand-edited photos
  - Private online gallery for downloading and sharing
  - Copyright release
  - Professionally edited highlight video
  - Full ceremony and speeches/toasts videos
  - Private link to download videos
- 
- Investment for the 6 hr Photography and Videography Package is \$3800 - 10% package discount = \$3420
  - Investment for the 7 hr Photography and Videography Package is \$4300 - 10% package discount = \$3870
  - Investment for the 8 hr Photography and Videography Package is \$4900 - 10% package discount = \$4410
  - Investment for the 9 hr Photography and Videography Package is \$5500 - 10% package discount = \$4950
  - Investment for the 10 hr Photography and Videography Package is \$5900 - 10% package discount = \$5310

Please let me know if you have any new questions.

Thanks so much!

--

**Jace Schacher**

Client Consultant

Glasser Images

701-250-2190

[Website](#) | [Facebook](#) | [Instagram](#)

On Sep 28, 2020, at 8:53 PM, [redacted] wrote:

Hi, Jace.

Thank you for the message and the kind words! My fiancé, [redacted] and I are very excited.

We are just in the early phase of planning and lining up vendors, so we do not have an exact timeline quite yet, but we are getting SO close!

Our wedding will be at my parent's home in Maple Lake, MN - the ceremony is to be outdoors and the reception indoors (big, new outbuilding) / outdoors (tent right up to outbuilding).

I think we need from 6 - 8 hours of photography coverage. I would love the latter, but we are trying to be smart about spending (at the same time, I know that photos are SO important). This is something that will become more clear once our day-of timeline is locked in. We could really use some help from you to make this decision.

I would love for you to send me your photo+video combo packages, please.

YES, I definitely want a first look with [redacted] before your ceremony! :)

As far as scheduling a consultation goes, we are typically available (in Minneapolis) after work - from 5:30pm on. Also, if we need to, we can arrange to do a half-day at our jobs to get to a consultation earlier on a weekday if needed. Unless it's a family members' birthday party or some other big event we have committed to, we can work it into the weekend. We don't sound flexible, but we are. Weekends would be our preference, I think.

Thank you for your time and help. I look forward to hearing back from you.

[redacted]

On Monday, September 28, 2020, 11:43:16 AM CDT, Glasser Images <[no-reply@shootq.com](mailto:no-reply@shootq.com)> wrote:

Hi [redacted]

We are super excited to hear about your engagement! What an exciting time for you and your fiancé.

We are currently available for your wedding on 8/21/21 and don't charge any extra for travel to capture your wedding day in Maple Lake MN. Our wedding portfolios and other info can be viewed at [glasserimages.com/weddings](http://glasserimages.com/weddings).

We will be launching a new wedding promo starting on October 1st, but I wanted to offer it to you before it goes live. If you book before Thursday 10/22, you get a FREE Wedding Album (worth \$650!) with any Wedding Package!

Each of our Wedding Photography Packages include:

- 2 photographers
- 1 hour engagement session (there are also no travel costs for portrait (including engagement) sessions in Bismarck, Fargo, Minot, and Dickinson ND, Rapid City SD, Minneapolis MN, Colorado Springs CO)
- Creative Consultation and personalized wedding day timeline
- Free custom design when you order any wedding stationary through us (i.e. invites, save the dates, guest books, programs)
- A custom USB loaded with your wedding photos inside a custom keepsake box with matted prints
- Hand-edited photos
- Private online gallery for downloading and sharing
- Copyright release

- Investment for the 6 hr Package is \$2340
- Investment for the 7 hr Package is \$2600
- Investment for the 8 hr Package is \$2800
- Investment for the 9 hr Package is \$2950
- Investment for the 10 hr Package is \$3100

In lieu of the 1 hour engagement session, we can either add that 1 hour onto your wedding day coverage or provide a \$190 discount.

Interested in wedding video? Let me know and I can send you our photo+video combo packages.

We can customize a package to fit your budget and whatever you're looking for. Just let me know if you're thinking more or less coverage and I can create a custom package just for you.

The next step would be to schedule a consultation. Please let me know days and times that work best for you. If you are interested in booking your date right away, we can still schedule a consultation or book over the phone or via email!

We'd also love for your to fill out our wedding questionnaire so we can get to know you and your love a bit better. Just click on the link at the bottom of this email and fill in the details.

Are you thinking of having a first look with your fiancé before your ceremony?

Can't wait to chat!

[Click Here](#) to view and complete the questionnaire online.

—  
**Jace Schacher**  
Client Consultant  
Glasser Images  
701-250-2190  
[Website](#) | [Facebook](#) | [Instagram](#)



08-2022-CV-00969

# Exhibit 7

**From:** Jack Glasser <jack@glasserimages.com>

**To:** [redacted]@fwbt.com>

**Cc:** [redacted]@fwbt.com>

**Subject:** Re: External: Re: Questions

**Date:** Fri, 16 Nov 2018 10:35:16 -0600

**Importance:** Normal

**Inline-Images:** Webp.net-resizeimage\_b876c27c-3570-40ef-8f6b-527ff27a0d68.png

---

[redacted] I got your message. Thank you! A few questions:

Without BND is \$500,000 the absolute max? What would LOC be?

Without BND do we need to for sure pay off PayPal?

Is BND a for sure thing? Will they do it?

What would be the total breakdown of the loan with BND? How much would it be? (ie. more due to the PayPal pay off?)

If BND is a for sure thing but is just going to take more time, could we just do the left over working capital and past due accounts payables this week until they are ready to close?

What does future financing look like with and without BND? (seeing what the benefit would be)

—  
**Jack Glasser**

Founder

Glasser Images

701-250-2190

[Website](#) | [Facebook](#) | [Instagram](#)

On Nov 16, 2018, at 7:06 AM, [redacted]@fwbt.com> wrote:

I will give you a call this morning to discuss. As mentioned in our proposal, funding is contingent on BND being on board and I have no idea if they can turn the request around that quick.

I think I can do a non-BND package but it will look significantly different.

I'll call later this morning.



First Western Bank & Trust  
304 East Front Avenue  
Bismarck, ND 58504

Phone:   
@fwbt.com  
[Firstwestern.bank](http://Firstwestern.bank)



On: 15 November 2018 22:28, "Jack Glasser" <[jack@glasserimages.com](mailto:jack@glasserimages.com)> wrote:

As I mentioned on the phone, I unfortunately, with no flexibility, must be out of town Friday 11/23 until Saturday 12/1. And with Thanksgiving on Thursday 11/22, that leaves us with Wednesday 11/21 as the latest to close this. Will that be possible? If not sooner? Or would we be able to do the non-BND portion separately?

--  
**Jack Glasser**  
Founder  
Glasser Images  
701-250-2190  
[Website](#) | [Facebook](#) | [Instagram](#)

On Nov 15, 2018, at 3:34 PM, Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)> wrote:

\$6,566.55 for FCCU.

Whenever I can pay . No specifics there.

--  
**Jack Glasser**  
Founder  
Glasser Images  
701-250-2190  
[Website](#) | [Facebook](#) | [Instagram](#)

On Nov 15, 2018, at 3:19 PM, @fwbt.com> wrote:

Last question, What are your payments on the FCCU term note as well as payment arrangements to  and ?

[Redacted]

First Western Bank & Trust  
304 East Front Avenue  
Bismarck, ND 58504  
Phone: [Redacted]  
[Redacted]@fwbt.com  
[Firstwestern.bank](http://Firstwestern.bank)



**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>  
**Sent:** Thursday, November 15, 2018 12:37 PM  
**To:** [Redacted]@fwbt.com>  
**Subject:** External: Re: Questions

External e-mail - use caution.

Great!

[Redacted]

Are all good to go with [Redacted]?

PayPal

I would like to keep PayPal in place and NOT refinance it due to their repayment terms: "You may pay the Loan back early, but to do so you must pay the entire outstanding Loan Amount and the outstanding Total Interest Charge at the time of pre-payment." The loan was for \$100,000, the Total Interest Charge was \$19,307.60 with 52 weekly payments of \$2,294.38 that were started on 10/16/18.

I did call to clarify if it was secured or not. It is secured with a "UCC filing against any business receivables" (that is what I was told over the phone). It is a second position UCC filing. I told them that we would like to keep it in second position (assuming that is what we would need to do??). In order to do that, they would need the contract from First Western asking them to subordinate. That can be sent via email to

[Redacted]@swiftcapital.com if necessary. (see separate email, PayPal is under Swift Capital and Loanbuilder)

Would all of this be necessary with PayPal? I certainly don't want to further delay anything!

Note to Shareholder

Per my CPA, the Note to Shareholder on the tax return is from some adjustments (i.e. moving some expenses to personal, etc) and that I took out more money than what I had in equity. Before being an S-Corp, I would just do a draw instead of paying myself with a paycheck. And in past years, I wasn't advised on when to take money out to keep this from happening. Since fall 2017, I have not taken a single draw from the company other than to make 2017 tax payment.

2018 YE

There is always some ebb and flow along with some seasonality. This is where the working capital and the line of credit will really come in to be hugely beneficial. 2018 should end fairly well. November and December are usually pretty good months. January should be wonderful (peak engagement season with the holidays). See attached for the projections we just did with SBDC.

--

**Jack Glasser**  
Founder  
Glasser Images  
701-250-2190  
[Website](http://Website) | [Facebook](https://Facebook) | [Instagram](https://Instagram)



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08-2022-CV-00969

# Exhibit 8

**From:** [redacted]@fwbt.com>

**To:** Jack Glasser <jack@glasserimages.com>

**Subject:** RE: External: Problems and Solutions

**Date:** Fri, 4 Jan 2019 09:03:18 -0600

**Importance:** Normal

**Inline-Images:** NewSignatureTest\_f25b5425-6f6a-4293-858c-872b319dcc09.jpg

---

Jack,

I apologize for not return your message sooner. I was out yesterday afternoon and left my phone at the bank.

I wanted to thank you for you being upfront and forthright . I got a chance to review this message as well as the other last night and have a few thoughts.

Have you implemented the change in payroll for staff to more of a commission based system as discussed? If not when do you plan to? It seems to me that the sales increase with the change in payroll philosophy will help a lot.

As far as the current loans go, if you recall we are on interest only payments until summer which should help as it save about \$4,000 a month. The personal loan is not due until April with no payments due until then at which time I anticipate cash should be rolling in. To me the biggest thing need right now is equity. I feel that if we just keep throwing debt at this you may not get your head above water in regards to cash flow. I would really discourage PayPal and credit cards if at all possible as the interest rates on those absolutely throw a big monkey wrench into your cash flow. As far as a line of credit goes, I need to see some repayment on my current debt before I can get that done. The other options you mentioned I don't think would work as there is not enough equity in your house.

What I would recommend is finding a way to get equity into the business as that is what helps the most when revenues are seasonal or slow as well as going through growth periods. This can be done in a couple of different ways. First, which can be difficult to handle but works, is finding an investor or partner. That person would put funds directly into the company but then you have to give up some ownership. You asked about people, and a person I would go to is [redacted], as he is a guarantor for your loans already. How much ownership and at what price would be up to you and the potential investors. You could also address your other mentors that you have worked with. The other way is through subordinated debt. This is a loan from an individual that is in a subordinate position to the bank. It would be up to you and them to negotiate terms. Again, I would avoid PayPal if possible as their rates will be much higher than an individual.

I feel you are doing a good job overall in seeing the whole picture, we just need to hold on until the new model starts working. Let me know your thoughts and have a good day.

[redacted]

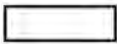
First Western Bank & Trust  
304 East Front Avenue  
Bismarck, North Dakota 58504  
Phone: [redacted]

[redacted]  
[firstwestern.bank](http://firstwestern.bank)



**From:** Jack Glasser  
**Sent:** Thursday, January 3, 2019 4:03 PM  
**To:**   
**Subject:** External: Problems and Solutions

External e-mail - use caution.



This is not an email I want to be sending again. And this is certainly not an email you probably want to be getting. But, as you asked, I am being open and forthcoming so you know all that is going on to be able to help.

In my mind, we need to treat this separate from our initial conversations and the loan. Yes, they are related, but when I came to you in October, that was for a separate problem and solution with 4th quarter still upon us. Now, with a less than stellar 4th quarter, we have a problem that really is separate from the our initial conversations.

After the loan, with where the business was at due to the tremendous growth, everything would have to go perfectly as projected and even if so, we would just squeeze by. And perfection in business is certainly not always controllable.

With growth, comes volatility in cash. The seasonality is felt more. Which we are REALLY feeling right now. Revenue is up, but so are expenses (especially, as you know, payroll, equipment leasing, and contract labor), so the swings between revenue and expenses are felt more.

We have raised prices, which will help tremendously. It will solve everything. Looking back on 2018 and running the numbers with the raised prices, we would not be in this predicament. We will not have these problems moving forward, but that will take time.

I am doing and trying to do all of the right things and then some! But it doesn't seem to be enough to get us out of this hole! I am constantly playing catchup rather than focusing on better things for the business like increasing revenue and lowering expenses, creating efficiencies, etc. I am trying to get in front of this and just cannot seem to. Is there such a thing as not enough? Could the loan we did now and even the funding in the past not be enough for the great growth and trajectory that this company has?

I just ran payroll again and I am greatly concerned about it. One day could make the difference with how up and down it has been.

Would you be able to do something to help inject some more capital to get us stabilized more?

Some ideas I had (and some are me thinking really outside the box):

- We have \$320K in outstanding income. Can we do something with this?
- How about a Line of Credit to help with these swings and seasonality?

- Is there something else that could be done to help with expenses until revenue catches up due the price increase along with the seasonality?
- Could you do more of a personal loan to me? We are looking at \$2,000,000 to \$3,000,000 in revenue in 2019 with similar expenses of around \$1,700,000. That is a \$300,000+ profit. The profit would be used to pay back the loan.
- Is there anything else we could do for me personally?
- If I had an individual that was willing to take out a loan and loan to the business but didn't have a huge income or many assets, would there be anything else we could do with that?
- Is there something we can do with our home? We paid around \$260 for it in 2015 and have \$218K left on the mortgage. I know that isn't a ton of equity. But what if we moved it over?
- What if we provided photography and video services to the bank?
- Do you know anyone that would provide a personal loan for an injection of capital? Maybe an investor is what we need long-term?
- I know PayPal would renew and do more for us. That is not great due to the interest but do you think something like this would be a good option?
- Does the bank offer personal and business credit cards that could help?
- Is there ever anything done when transitioning from one bank to the other? (i.e. deposit a month's worth of expenses into each account as things transition over to make sure nothing bounces and then term whatever was used for working capital into a short-term loan)

In looking at this over the past couple weeks since we did that additional, in looking at where we came from and where we continue to go, I truly think we'd need an addition \$150,000 minimum and \$250,000 maximum. I know that we will continue to grow and this will not be a problem moving forward.

With \$2,000,000 to \$3,000,000 in revenue and health profits with continued growth, needing this to help stabilize, I feel like, really isn't a lot with us bringing in \$150,000 in revenue in a month sometimes. That working capital, to have cash come in and go out...that buffer...with the ups and downs...is really what we need. We should have \$200K (or more) in checking all of the time. And we just do not. What can we do?

Thank you for listening and for your continued help. That is what we need - a partner in this growth.

--

**Jack Glasser**

Founder

Glasser Images

701-250-2190

[Website](#) | [Facebook](#) | [Instagram](#)

08-2022-CV-00969

# Exhibit 9

**From:** Jack Glasser <jack@glasserimages.com>

**To:** [redacted]@fwbt.com>

**Subject:** Re: External: Re: [redacted]

**Date:** Thu, 10 Jan 2019 16:09:34 -0600

**Importance:** Normal

**Inline-Images:** NewSignatureTest\_f25b5425-6f6a-4293-858c-872b319dcc09.jpg; image002.png; image003.png; image006.jpg

---

Could we chat over the phone quick before you leave tonight?

--  
**Jack Glasser**  
Founder  
Glasser Images  
701-250-2190  
[Website](#) | [Facebook](#) | [Instagram](#)

On Jan 10, 2019, at 4:08 PM, [redacted]@fwbt.com> wrote:

I already took all the business assets.

Let me swing by tomorrow.

[redacted]  
First Western Bank & Trust  
304 East Front Avenue  
Bismarck, North Dakota 58504  
Phone: [redacted]  
[redacted]  
[firstwestern.bank](http://firstwestern.bank)



On: 10 January 2019 16:06, "Jack Glasser" <jack@glasserimages.com> wrote:

Did you take any business assets as collateral? I am assuming not with the guarantee. Business furniture and equipment is around \$272,600 on the balance sheet. Personal assets (without the house) are about

\$65,000. This include furniture as well as clothing, leather goods, jewelry, etc.

--

**Jack Glasser**

Founder

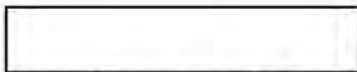
Glasser Images

701-250-2190

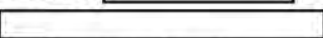
[Website](#) | [Facebook](#) | [Instagram](#)

On Jan 10, 2019, at 4:01 PM, [redacted]@fwbt.com> wrote:

Does not matter. Want me to stop by in morning to discuss.



First Western Bank & Trust  
304 East Front Avenue  
Bismarck, North Dakota 58504  
Phone: [redacted]



[firstwestern.bank](http://firstwestern.bank)



---

On: 10 January 2019 15:25,  
"Jack Glasser" <[jack@glasserimages.com](mailto:jack@glasserimages.com)> wrote:

What would work? Would it need to be personal or business?

--

**Jack Glasser**

Founder

Glasser Images

701-250-2190

[Website](#) | [Facebook](#) | [Instagram](#)

On Jan 10, 2019, at 3:24 PM, Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)> wrote:



What would work?

--  
**Jack Glasser**  
Founder  
Glasser Images  
701-250-2190  
[Website](#) | [Facebook](#) | [Instagram](#)

On Jan 10, 2019, at 3:24 PM, [redacted]@fwbt.com> wrote:

There is not enough equity in it and there needs to be at least 3-4 days due to compliance issues.

[redacted]  
First Western Bank & Trust  
304 East Front Avenue  
Bismarck, North Dakota 58504  
Phone: [redacted]  
[redacted]  
[firstwestern.bank](http://firstwestern.bank)



---

On: 10 January 2019 15:04,  
"Jack Glasser" <[jack@glasserimages.com](mailto:jack@glasserimages.com)> wrote:

The house?

--  
**Jack Glasser**  
Founder  
Glasser Images  
701-250-2190  
[Website](#) | [Facebook](#) | [Instagram](#)

On Jan 10, 2019, at 2:34 PM, [redacted]@fwbt.com> wrote:

I think I can get something done but it will not be before your next payroll (next committee meeting on Thurs-17<sup>th</sup>).

Do you have something I could use for collateral for something else quick until then?

[Redacted]

First Western Bank & Trust  
304 East Front Avenue  
Bismarck, North Dakota 58504  
Phone: [Redacted]

[Redacted]

[firstwestern.bank](http://firstwestern.bank)



---

**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>

**Sent:** Thursday, January 10, 2019 2:09 PM

**To:** [Redacted]@fwbt.com>

**Subject:** Re: External: Re: [Redacted]

What was the outcome of that?

I just don't think the equity solution can move that fast. I am working so hard on it.

See attached for a screen shot of credit card payments and deposits from PayJunction. Money is flowing in from new bookings and payments from client.

Next payroll is Tuesday 1/15.

Also attached is the checking register for what we have going out before then.

Actual bank balance today is -\$4500 due to some of last payroll's checks still clearing. If all cleared, we'd now be at -\$10K.

Over \$50k has come in so far in January - which is great. We just need to catch up from December, which isn't going to happen fast enough to keep up with regular expenses.

I stumbled upon the term "commercial paper". Would something like that be an option?

Could we do the LOC before next week?

What other options could we have?

—  
**Jack Glasser**  
Founder  
Glasser Images  
701-250-2190  
[Website](http://www.glasserimages.com) | [Facebook](https://www.facebook.com/glasserimages) | [Instagram](https://www.instagram.com/glasserimages)

Batches File Support, View by Date, Amount, Amount, Amount, Support

### Current Unsettled Batches

Amount	Charges	Charge Amount	Balance	Balance Amount	Net Proceeding	Batched At
Card	1	\$1,991.50	0	\$0.00	\$1,991.50	01/09/19
ACH	0	\$0.00	0	\$0.00	\$0.00	Card CST
<b>TOTALS</b>	<b>3</b>	<b>\$1,991.50</b>	<b>0</b>	<b>\$0.00</b>	<b>\$1,991.50</b>	<a href="#">View Report</a>

### Previous Settled Batches

All Accounts | All Dates | [Report](#)

Amount	Charges	Charge Amount	Balance	Balance Amount	Net Proceeding	Batched At
Card	0	\$3,446.00	0	\$0.00	\$3,446.00	01/09/19
Card	0	\$4,433.63	0	\$0.00	\$4,433.63	01/09/19
Card	1	\$1,355.20	0	\$0.00	\$1,355.20	01/09/19
Card	0	\$1,492.50	0	\$0.00	\$1,492.50	01/09/19
ACH	2	\$4,650.00	0	\$0.00	\$4,650.00	01/09/19
Card	0	\$6,500.00	0	\$0.00	\$6,500.00	01/09/19
Card	0	\$8,571.00	0	\$0.00	\$8,571.00	01/09/19
Card	1	\$1,275.00	0	\$0.00	\$1,275.00	01/09/19
Card	0	\$1,019.50	0	\$0.00	\$1,019.50	01/09/19
Card	1	\$1,995.00	0	\$0.00	\$1,995.00	01/09/19
Card	1	\$140.00	0	\$0.00	\$140.00	01/09/19
Card	1	\$3,443.00	0	\$0.00	\$3,443.00	01/09/19
Card	10	\$3,687.40	0	\$0.00	\$3,687.40	01/09/19
Card	1	\$1,679.92	0	\$0.00	\$1,679.92	01/09/19

ABC Checking [redacted]

Search [ ] Date and Order Entered [ ] [A] [A] [ ] [ ]

Date	Number	Payee	Account	Payment	Deposit	Balance
01/09/19		Facebook (through PayPal)	Facebook (through PayPal)	1,500.00		-11,028.94
01/09/19		Facebook (through PayPal)	Facebook (through PayPal)	99.95		-11,128.89
01/10/19	debit	Adobe Cloud	Dues and Subscriptions	668.72		-11,797.61
01/10/19	ACH	Country Financial	Insurance	1,244.32		-13,041.93
01/10/19			Undeposited Card PayJun...		3,446.00	-9,595.93
01/14/19	ACH	Gulch Holdings LLC	Rent - 510 E Main Bismarc...	5,563.66		-15,159.59
01/14/19	debit	Graner Media/Luke Graner	Contract Labor:Website	1,200.00		-16,359.59
01/14/19		IRS (EFTPS)	-split-	8,196.28		-24,555.87
01/14/19	ACH	Direct Capital	Leases:DC5 - Video iMac,...	382.63		-24,938.40
01/14/19	debit	ShootProof	Dues and Subscriptions	60.00		-24,998.40
01/15/19	debit	David's Bridal	Advertising:Marketing Part...	2,375.00		-27,373.40
01/15/19	ACH	Direct Capital	Leases:DC6 - 5/2018 Phot...	2,142.87		-29,516.27
01/15/19	ACH	PayPal (loan)	-split-	2,294.38		-31,810.65
01/17/19	debit	The Knot Wedding Network	Advertising:Marketing Part...	105.00		-31,915.65
01/10/19						
					Ending balance	-31,915.65

On Jan 10, 2019, at 1:43 PM, [redacted]@fwbt.com> wrote:  
 My meeting Tuesday was just to discuss the thoughts of doing it. This is why I wanted to know where you were at on the equity situation first.  
 How is money flowing in, what do you have due and when is your next payroll?

[redacted]

First Western Bank & Trust  
 304 East Front Avenue  
 Bismarck, North Dakota 58504  
 Phone: [redacted]  
 [redacted]  
 firstwestern.bank



---

**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>

**Sent:** Thursday, January 10, 2019 1:15 PM

**To:** [redacted]@fwbt.com>

**Subject:** Re: External: Re: [redacted]

[redacted] I didn't realize Tuesday's meeting in Minot wasn't the loan committee. We did dip negative in checking today. We are just squeezing by but barely. Is the LOC not a for sure thing? I thought you mentioned we could do it? What do you suggest that we do?

--  
**Jack Glasser**

Founder

Glasser Images

701-250-2190

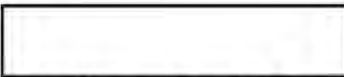
[Website](#) | [Facebook](#) | [Instagram](#)

On Jan 10, 2019, at 1:09 PM, [redacted]@fwbt.com> wrote:

Jack,

If we do this I have to take it to my loan committee which is not until next week.

I am in some management meetings today, can I stop by or give you a call tomorrow?



First Western Bank & Trust  
304 East Front Avenue  
Bismarck, North Dakota 58504

Phone: [redacted]



[firstwestern.bank](http://firstwestern.bank)



---

**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>

**Sent:** Thursday, January 10, 2019 12:44 PM

**To:** [redacted]@fwbt.com>

**Subject:** External: Re: [redacted]

External e-mail - use caution.

Hi [redacted] I also left a message for you at your office. Should I swing by today so we can close this and start utilizing the LOC?

--  
**Jack Glasser**  
Founder  
Glasser Images  
701-250-2190  
[Website](#) | [Facebook](#) | [Instagram](#)

On Jan 9, 2019, at 6:16 PM, Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)> wrote:  
Also,  would immediately further up his guarantee. That he confirmed tonight.

--  
**Jack Glasser**  
Founder  
Glasser Images  
701-250-2190  
[Website](#) | [Facebook](#) | [Instagram](#)

On Jan 9, 2019, at 6:08 PM, Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)> wrote:  
He is considering it and does seem interested. But it make take weeks for him to consider and decide. He indicated, if urgent (which it is), he may not be the best. But again, interested and considering. I am chatting with others too.  
We will get an investor. That will happen. It is the right move.  
In the meantime, let's do the \$250K LOC to hold us over. Does that work?  
Thank you, !

--  
**Jack Glasser**  
Founder  
Glasser Images  
701-250-2190  
[Website](#) | [Facebook](#) | [Instagram](#)

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08-2022-CV-00969

# Exhibit 10

**From:** Jack Glasser <jack@glasserimages.com>

**To:** [redacted]@weareamerican.com>

**Subject:** Re: Debit Card [redacted]

**Date:** Fri, 11 Jan 2019 14:51:16 -0600

**Inline-Images:** Am+Div\_289\_cmyk\_ad75a5d0-e3f2-4971-b291-9eda9d3d6d45.png; WEB-013-0918Emailsignaturebar369x22.5\_b50fa929-cf34-4251-b7ce-56d41042dbd6.png

---

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---



I left you a message. Give me a call when you can and we can chat about the financials and below. Monday's deposits will cover everything.

--  
**Jack Glasser**  
Founder  
Glasser Images  
701-250-2190  
[Website](#) | [Facebook](#) | [Instagram](#)

On Jan 11, 2019, at 10:33 AM, [redacted]@weareamerican.com> wrote:

Jack,

I am checking on this to see if there is a report we can pull. I will let you know as soon as I find out.

Also, I have a few thoughts on the financials you sent over. We can visit if you are interested in hearing them, probably nothing earth shattering but if you want my thoughts I would be happy to share. Let me know and we can pick a time for a quick call either today or next week sometime.

The other thing I wanted to mention is the checking account. We have paid overdrafts for 4 straight days now. You didn't have enough credits to cover today. If you won't have enough credits to bring it positive on Monday I will have to start returning. I am not sure what your plans are or when First Western will have something for you but we have paid 39 items since the 4<sup>th</sup> quarter of 2018 through today. That is becoming too frequent.

I know we have talked about it before but once these overdrafts start to become a habit our leash gets shorter. If this continues at this rate we will have to start returning everything if there aren't credits coming in to cover them that same day.

Let me know if you have any questions. Thanks Jack.





WeAreAmerican.bank

**From:** Jack Glasser [mailto:jack@glasserimages.com]  
**Sent:** Thursday, January 10, 2019 12:11 PM  
**To:** [Redacted]@weareamerican.com>  
**Subject:** Debit Card [Redacted]

**CAUTION: The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.**

Steve, can you send me a list of transaction on debit card ending in [Redacted] since Oct 1, 2018?

--  
**Jack Glasser**  
Founder  
Glasser Images  
701-250-2190  
[Website](#) | [Facebook](#) | [Instagram](#)

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08-2022-CV-00969

# Exhibit 11

**From:** Jack Glasser <jack@glasserimages.com>

**To:** [REDACTED]@weareamerican.com>

**Subject:** Re: Update on balance

**Date:** Thu, 6 Jun 2019 09:53:05 -0500

**Inline-Images:** Am+Div\_289\_cmyk\_ad75a5d0-e3f2-4971-b291-9eda9d3d6d45.png; WEB-013-0918Emailsignaturebar369x22.5\_b50fa929-cf34-4251-b7ce-56d41042dbd6.png; image005.png; image006.png; image003.png; image004.png

---

**CAUTION: The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.**

---

Also, any fees?

And how much was the Inst XFER PAYPAL for?

--  
**Jack Glasser**  
Founder  
Glasser Images  
701-250-2190  
[Website](#) | [Facebook](#) | [Instagram](#)

On Jun 6, 2019, at 9:50 AM, Jack Glasser <jack@glasserimages.com> wrote:

What if someone just cashed their check?

Will they most likely rerun ACH and checks or contact me?

Does the person who the check or ACH was for get notified?

How long does that all usually take?

What about the tax payment - what specifically happens with that one?

If Legacy and ShootProof we're debit card charges, wouldn't those have to go through? Or how does that work?

--  
**Jack Glasser**  
Founder  
Glasser Images  
701-250-2190  
[Website](#) | [Facebook](#) | [Instagram](#)

On Jun 6, 2019, at 9:42 AM, [REDACTED]@weareamerican.com> wrote:

Check #: 11470, 11468, 11461, 11457, 11454, 11452, 11447

ACH Items: USA TAXPayment, Inst XFER PAYPAL, Legacy Stor, [www.shootproof](http://www.shootproof)

Those are the descriptions for the ACH items. Typically with checks and ach they can decide to run them again or they may contact you for a different form of payment. Legacy and Shootproof are debit card transactions so not sure if they can rerun those or not.



American Bank Center

WeAreAmerican.bank

---

**From:** Jack Glasser [<mailto:jack@glasserimages.com>]  
**Sent:** Thursday, June 6, 2019 9:32 AM  
**To:** [redacted]@weareamerican.com>  
**Subject:** Re: Update on balance

**CAUTION: The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.**

---

What is being sent back? How does that work?

--  
**Jack Glasser**  
Founder  
Glasser Images  
701-250-2190  
[Website](#) | [Facebook](#) | [Instagram](#)

On Jun 6, 2019, at 9:27 AM, [redacted]@weareamerican.com> wrote:

Unfortunately not, Jack. These are transactions from yesterday's clearing and need to be handled this morning. Thanks Jack.

**CAUTION: The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.**

---

What are the items? There is no way to wait until noon? [redacted] is finalizing things this morning.

--  
**Jack Glasser**  
Founder

BRAVERA001363

## Glasser Images

On Jun 6, 2019, at 8:49 AM, [redacted]@weareamerican.com> wrote:

Hey Jack,

The account has essentially been negative for a week and \$21k is far too large of an amount for us to carry. The items in question hit the account yesterday so they have to be returned this morning. Thanks Jack.

**CAUTION: The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.**

---

What if we get money in the account today?

--

**Jack Glasser**

Founder

Glasser Images

On Jun 6, 2019, at 8:13 AM, [redacted]@weareamerican.com> wrote:

Good Morning Jack,

Account is negative \$21k this morning and there aren't enough in deposits to cover. We have to return all ten items that are clearing today. Thanks Jack.

<Am+Div\_289\_cmyk\_ad75a5d0-e3f2-4971-b291-9eda9d3d6d45.png>

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---

[redacted] I have included [redacted] again here in case you have questions.

We are still trying to get it done. We will know tomorrow (Thursday). Before you return anything, please check with me?

--

**Jack Glasser**

Founder

Glasser Images

701-250-2190

[Website](#) | [Facebook](#) | [Instagram](#)

On Jun 5, 2019, at 9:28 AM, [redacted]@weareamerican.com> wrote:

Good Morning Jack,

The items today were paid but there are more transactions clearing today, including a large tax payment which is going to bring your account to -\$15k tomorrow. I will have to return that and the other items tomorrow if no deposit comes in to cover it. Thanks Jack.

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---

[redacted] we are negative \$5000, currently have \$3500 in credit card payments from clients that will hit tomorrow, Jace is booking a wedding with a \$5320 upfront payment (so if they pay today, which they should, that will hit too), and [redacted] at First Western in Bismarck is working on getting funding by Thursday. [redacted] let me know to include him on my update to you in case you have any questions. Thank you again for your continued coverage as we work through this.

--

**Jack Glasser**

Founder

Glasser Images

701-250-2190

[Website](#) | [Facebook](#) | [Instagram](#)

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<image001.png>

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# Exhibit 12

08-2022-CV-969

Purchase and Sale of Future Receivables Agreement (Revenue Advance)

Seller: GLASSER IMAGES, LLC dba Glasser Images

Purchaser: Fora Financial Advance, LLC

PURCHASE AND SALE OF FUTURE RECEIVABLES

Fora Financial Advance, LLC (together with its successors and/or assigns, the "Purchaser") hereby purchases from the merchant set forth above (the "Seller"), a percentage, as specified below (the "Purchased Percentage"), of the proceeds of each future sale by Seller whether the proceeds are paid by cash, check, ACH and other electronic transfers, credit card, debit card, bank card, charge card (each such card shall be referred to herein as a "Credit Card") and/or other means (collectively "Future Sale Proceeds") until Purchaser has received the amount specified below (the "Purchased Amount") for the purchase price ("Purchase Price") set forth below:

Purchase Price: \$ 150,000.00

Purchased Percentage: 10.3 %

Purchased Amount: \$ 214,500.00

Remittance Amount: \$ 5,231.71 (which may be revised as specified in Section 1.3 to better reflect Seller's actual Future Sale Proceeds)

Remittance Frequency: week

Disbursement Amount: \$ 150,000.00

(Purchase Price Less Processing Fee)

Fees:	Processing Fee:	\$ 0.00
	Insufficient Funds Fee:	\$ 35.00
	Wire Transfer Fee:	\$ 50.00

\*If you elect to receive your funds via wire transfer, a separate fee may be deducted directly from your bank account in the amount indicated above.

**There is no interest rate or payment schedule and no time period during which the Purchased Amount must be collected by Purchaser. Seller going bankrupt or going out of business, in and of itself, does not constitute a breach of this Agreement. Purchaser is entering into this Agreement knowing the risks that Seller's business may slow down or fail, and Purchaser assumes these risks based on Seller's representations, warranties and covenants in this Agreement, which are designed to give Purchaser a reasonable and fair opportunity to receive the benefit of its bargain.**

Seller's Information

DBA:	Glasser Images	Legal Entity:	Corporation				
Business Legal Name:	GLASSER IMAGES, LLC						
Address:	510 East Main Avenue	City:	Bismarck	State:	ND	Zip:	58501
Business Phone:	(701) 250-2190	Fax #:					
Federal State # (Tax ID):		Mobile #:					
Website:	https://www.glasserimages.com/contact	Email:	jack@glasserimages.com				

<b>INITIAL HERE</b>	#1	JG	#2	#3	#4
		Doc ID: 4c4b6a41f0e7d78abd6eba672d94696289a44ba4			

**Performance Guaranty**

In Consideration of Purchaser entering into this Agreement, and to induce Purchaser to enter into this Agreement, the undersigned principal(s) of Seller (the "Guarantors") hereby personally and unconditionally guarantees the performance by Seller of all of its obligations hereunder and further guarantees the accuracy, truthfulness and completeness of all representations, warranties and covenants made by Seller herein as more specifically set forth in this Agreement. The foregoing guaranties shall be continuing and irrevocable and Guarantor hereby waives demand of payment, notice and presentment and agrees that Purchaser may proceed directly against Guarantor without first proceeding against Seller. Guarantor further guarantees payment of all costs, expenses and attorney fees which may be incurred as a result of Seller's default in the performance of its obligations or as a result of Guarantor's default under this guaranty. Guarantor authorizes Purchaser and its agents and representatives and any and all credit reporting agency employed by Purchaser to investigate any references given or any other statements of data obtained from or about Guarantor and to order, receive and review consumer or business credit reports at any time now or in the future on Guarantor.

**GUARANTOR 1**

By signing below, I agree to the terms of the Performance Guaranty above, even if signed as an officer of the Seller. I have read this Agreement and acknowledge that this Agreement contains Waiver of Jury Trial, Arbitration and Class Action clauses. I agree to be bound by the Waiver of Jury Trial, Arbitration and Class Action clauses.

Name (Print): Jack Glasser

**SIGN HERE**

Name (Sign): Jack Glasser

SS #: % Owned: 100

Home Address: 817 14th Street Southeast

City: Mandan State: ND Zip: 58554

Phone #: (701) 250-219 Mobile #:

Date Signed: 01 / 29 / 2020

**GUARANTOR 3**

By signing below, I agree to the terms of the Performance Guaranty above, even if signed as an officer of the Seller. I have read this Agreement and acknowledge that this Agreement contains Waiver of Jury Trial, Arbitration and Class Action clauses. I agree to be bound by the Waiver of Jury Trial, Arbitration and Class Action clauses.

Name (Print):

**SIGN HERE**

Name (Sign):

SS #: % Owned:

Home Address:

City: State: Zip:

Phone #: Mobile #:

Date Signed:

**GUARANTOR 2**

By signing below, I agree to the terms of the Performance Guaranty above, even if signed as an officer of the Seller. I have read this Agreement and acknowledge that this Agreement contains Waiver of Jury Trial, Arbitration and Class Action clauses. I agree to be bound by the Waiver of Jury Trial, Arbitration and Class Action clauses.

Name (Print):

**SIGN HERE**

Name (Sign):

SS #: % Owned:

Home Address:

City: State: Zip:

Phone #: Mobile #:

Date Signed:

**GUARANTOR 4**

By signing below, I agree to the terms of the Performance Guaranty above, even if signed as an officer of the Seller. I have read this Agreement and acknowledge that this Agreement contains Waiver of Jury Trial, Arbitration and Class Action clauses. I agree to be bound by the Waiver of Jury Trial, Arbitration and Class Action clauses.

Name (Print):

**SIGN HERE**

Name (Sign):

SS #: % Owned:

Home Address:

City: State: Zip:

Phone #: Mobile #:

Date Signed:

**SELLER 1**

By signing below, I agree to the terms of the Performance Guaranty above, even if signed as an officer of the Seller. I have read this Agreement and acknowledge that this Agreement contains Waiver of Jury Trial, Arbitration and Class Action clauses. I agree to be bound by the Waiver of Jury Trial, Arbitration and Class Action clauses.

Name (Print): Jack Glasser

**SIGN HERE**

Name (Sign): Jack Glasser

Title: Date Signed: 01 / 29 / 2020

**SELLER 3**

By signing below, I agree to the terms of the Performance Guaranty above, even if signed as an officer of the Seller. I have read this Agreement and acknowledge that this Agreement contains Waiver of Jury Trial, Arbitration and Class Action clauses. I agree to be bound by the Waiver of Jury Trial, Arbitration and Class Action clauses.

Name (Print):

**SIGN HERE**

Name (Sign):

Title: Date Signed:

**SELLER 2**

By signing below, I agree to the terms of the Performance Guaranty above, even if signed as an officer of the Seller. I have read this Agreement and acknowledge that this Agreement contains Waiver of Jury Trial, Arbitration and Class Action clauses. I agree to be bound by the Waiver of Jury Trial, Arbitration and Class Action clauses.

Name (Print):

**SIGN HERE**

Name (Sign):

Title: Date Signed:

**SELLER 4**

By signing below, I agree to the terms of the Performance Guaranty above, even if signed as an officer of the Seller. I have read this Agreement and acknowledge that this Agreement contains Waiver of Jury Trial, Arbitration and Class Action clauses. I agree to be bound by the Waiver of Jury Trial, Arbitration and Class Action clauses.

Name (Print):

**SIGN HERE**

Name (Sign):

Title: Date Signed:

**NOTICE OF CONSENT TO ELECTRONIC COMMUNICATIONS:** Seller hereby consents and authorizes Purchaser and its affiliates to contact Seller at any telephone number or email address Seller provides, using any means of communication associated with the telephone number or email address, including, but not limited to, text messages via an automatic telephone dialing system. All automated communications systems will have an opt-out procedure in adherence to applicable law.

By initialing here Seller affirms that they have read the Notice of Consent to Electronic Communications:

#1 JG #2 #3 #4

**INITIAL HERE**

**INITIAL HERE**

**INITIAL HERE**

**INITIAL HERE**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies every customer. What this means to you: At the time of application and during our relationship, we will request your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**INITIAL HERE**

#1 JG #2 #3 #4 Doc ID: 4c4b6a41f0e7c78ab6d6eba672c94696289a44ba4

**1. TERMS AND CONDITIONS OF PURCHASE AND SALE OF FUTURE SALE PROCEEDS**

Section 1.1 (a) In exchange for the foregoing, Seller hereby agrees (i) to deposit all Future Sale Proceeds into the Bank Account(s) identified in Exhibit A attached hereto ("the Bank Account") (ii) to identify for Purchaser in Exhibit A all other existing and future Bank Accounts maintained or used by Seller; (iii) not to deposit any funds into the Bank Account other than Future Sale Proceeds, or, if any such deposits are made, to notify Seller as soon as practicable; (iv) to enter into a Credit Card processing agreement reasonably acceptable to and approved by the Purchaser with a Credit Card Processor (the "Credit Card Processor," who shall serve as Seller's sole Credit Card Processor), in order to obtain Credit Card processing services, and instruct the Credit Card Processor to deposit all Credit Card receipts of Seller into the Bank Account. At Seller's request, Purchaser may review any Credit Card processing agreement that Seller has entered into before the date of this Agreement, and Purchaser may approve any Credit Card processing agreement at Purchaser's sole discretion. The obligation of Purchaser under this Agreement will not be effective unless and until Purchaser has completed its review of the Seller and has accepted this Agreement by delivering the Purchase Price.

(b) Seller shall maintain the Bank Account until all obligations are satisfied under this Agreement. Additionally, Seller will ensure that all funds arising from Future Sale Proceeds are deposited in, or otherwise credited to, the Bank Account.

**(c) Seller and Purchaser acknowledge and agree that the Purchase Price paid by Purchaser in exchange for the Purchased Amount of Future Sale Proceeds is a purchase of the Purchased Amount and is not intended to be, nor shall it be construed as, a loan from Purchaser to Seller. Each Future Sale Proceeds purchased by Purchaser hereunder represents a bona fide sale by Seller to a customer. Future Sale Proceeds purchased by Purchaser shall be owned by Seller free and clear of all encumbrances.**

**(d) There is no interest rate or payment schedule and no time period during which the Purchased Amount must be collected by Purchaser. Seller going bankrupt or going out of business, in and of itself, does not constitute a breach of this Agreement. Purchaser is entering into this Agreement knowing the risks that Seller's business may slow down or fail, and Purchaser assumes these risks based on Seller's representations, warranties and covenants in this Agreement, which are designed to give Purchaser a reasonable and fair opportunity to receive the benefit of its bargain.**

Section 1.2 Seller authorizes Purchaser and its agents to initiate electronic checks or ACH transfers in amounts as specified in Section 1.3 and authorizes the bank holding the Bank Account (the "Bank") and all applicable third parties to provide to Purchaser and its agents all information necessary to permit them to determine the amount to be paid to Purchaser and initiate such electronic check or ACH transfers.

Section 1.3 (a) On each day after the date of this Agreement, Seller authorizes Purchaser, in accordance with Section 1.2, to initiate electronic checks or ACH transfers from the Bank Account in an amount not to exceed on any one day the Remittance Amount, as it may be revised herein. The amount paid by the Credit Card Processor to Purchaser plus the amount transferred from the Bank Account to Purchaser on any one day shall not exceed the Remittance Amount, until Purchaser determines a new Remittance Amount.

(b) Either Purchaser or Seller may give written notice to the other party requesting a look-back to determine whether Purchaser received an amount greater or less than the Purchased Percentage of Seller's Future Sale Proceeds. Any written request made by Seller to Purchaser under this section shall be sent to [customerservice@forafinancial.com](mailto:customerservice@forafinancial.com). The look-back period is limited to Seller's Future Sale Proceeds for the month preceding the request. Notice of the look-back request must be given by the 8th calendar day of the month following the month for which the request is being made. Seller shall either provide Purchaser with online access to its Bank Account or, at Purchaser's request, provide bank statements showing the activity related to the Bank Account within three (3) days after any request. Seller also hereby authorizes Purchaser to obtain any bank statement directly from the Seller's Bank.

(c) If Purchaser determines that Purchaser received an amount greater or less than the Purchased Percentage of Seller's Future Sale Proceeds during the look-back period, then Purchaser may determine a "Remittance Adjustment". Purchaser shall use reasonable business practices to determine the Remittance Adjustment so that Purchaser is receiving the approximate Purchased Percentage of the Future Sale Proceeds. Within a reasonable time after any look-back request, Purchaser shall determine the amount of Future Sale Proceeds that Seller actually received during the look-back period and calculate the amount of any Remittance Adjustment; provided Purchaser has received the relevant bank statements either from Seller or directly from the Seller's Bank. If Purchaser received an amount greater than the Purchased Percentage of Seller's Future Sale Proceeds during the look-back period, then Purchaser shall remit the excess amount to Seller. If Purchaser received an amount less than the Purchased Percentage of Seller's Future Sale Proceeds during the look back period, then Seller shall remit the amount of the deficit to Purchaser. Seller or Purchaser shall make any Adjusted Remittance within 30 days after the date on which Purchaser notifies Seller of the Adjusted Remittance Amount calculated for the most recently ended look-back period.

Section 1.4 If at any time Seller informs Purchaser or Purchaser learns that a deposit has been made into the Bank Account that represents something other than Future Sale Proceeds, and Purchaser has removed the Purchased Percentage from such deposit,

Purchaser shall either, at its option, return such amount to the Bank Deposit or deduct such amount from its next withdrawal of the Purchased Percentage of Future Sale Proceeds.

Section 1.5 Seller will pay Purchaser a processing fee as stated above at the time Seller signs this Agreement, or Purchaser may deduct the processing fee from the Purchase Price.

Section 1.6 Seller hereby grants to Purchaser a security interest in Seller's accounts, chattel paper, general intangibles and instruments. Seller hereby authorizes Purchaser to file one or more Financing Statements evidencing this security interest and sale of the Purchased Amount of Future Sale Proceeds hereunder, and any Continuation Statement or Amendments thereof, and ratifies and affirms the filing of any Financing Statement filed by Purchaser prior to the effectiveness hereof. The UCC Financing Statement shall include a statement that the sale of the Future Sale Proceeds of Seller is intended to be a sale and not an assignment for security. The UCC Financing Statement shall further state that Seller is prohibited from incurring any debt, transferring Future Sale Proceeds to any other person or granting any security interests in its accounts receivable or other assets until Purchaser has received all amounts due under this Agreement. If Seller has fully performed all of Seller's obligations under this Agreement, the Purchaser shall cause the filing of a Termination Statement (UCC-3) within the time required by law following Seller's written demand. In addition, Seller agrees that it shall, from time to time, promptly execute and deliver any and all instruments and documents, and take all future action, that may be deemed necessary or appropriate by Purchaser, or that Purchaser may request, in order to perfect against Seller and all third parties, the sale of the Purchased Amount of Future Sale Proceeds hereunder and/or to enable Purchaser to exercise and enforce its rights and remedies hereunder. Purchaser reserves the right to obtain reimbursement from Seller all costs associated with the filing of any UCC Financing Statements.

Section 1.7 Seller may cancel this transaction at any time within three (3) business days after Purchaser forwards any or all of the Purchase Price to Seller. However, in order to cancel the transaction, Seller must return to Purchaser the entire amount of the Purchase Price received by Seller within that same three (3) day period. Notwithstanding the foregoing, the Processing Fee and Wire Fee(s) (if any) are non-cancellable and nonrefundable.

## 2. RECEIVABLES

Section 2.1 As provided herein, the Purchased Percentage (as specified on Page 1) of each Future Sale Proceeds shall be collected by Purchaser from electronic check or ACH transfers initiated by Purchaser or its agents from the Bank Account. In the event that Seller changes or permits the change of the Bank Account or the Credit Card Processor or adds an additional Bank Account or Credit Card Processor, Purchaser shall have the right, without waiving any of its other rights and remedies hereunder and without notice to Seller, to notify the new or additional Bank or Credit Card Processor of the sale of Future Sale Proceeds hereunder and to collect from such new or additional Bank or Credit Card Processor all or any portion of the amounts received by such Bank or Credit Card Processor. Seller, by execution of this Agreement, hereby grants to Purchaser an irrevocable Power of Attorney, which Power of Attorney shall be coupled with an interest, and hereby appoints Purchaser or any of Purchaser's representatives as Seller's Attorney-in-Fact, to take any and all action necessary to direct such new or additional Bank or Credit Card Processor to deliver the Future Sale Proceeds to Purchaser as contemplated by this Section 2.

Section 2.2 This Agreement shall be in full force and effect until such time as the Purchased Amount of Future Sale Proceeds has been received by Purchaser from Seller.

## 3. STATEMENTS AND REPORTS

Section 3.1 Seller acknowledges and agrees that in connection with the execution of this Agreement an investigative or consumer report may be made by Purchaser. Accordingly, Seller authorizes Purchaser and its agents and representatives and any and all credit reporting agency employed or retained by Purchaser to investigate any references given or any other statements of data obtained from or about Seller for the purpose of this Agreement and to order, receive and review credit reports at any time now or in the future on Seller.

Section 3.2 Purchaser shall provide Seller with a monthly statement evidencing the delivery and receipt of the Purchased Percentage to Purchaser from the Future Sale Proceeds of Seller.

## 4. ACH AUTHORIZATION AND CREDIT CARD PROCESSING AGREEMENT

Section 4.1 Simultaneously with the execution hereof, Seller authorizes Purchaser and its agents to initiate electronic check or ACH transfers equal to the Purchased Percentage of all Future Sale Proceeds of Seller which authorization shall continue until Purchaser has received an amount equal to the Purchased Amount and all fees and charges (including legal fees) due under this Agreement or Seller's obligations under this Agreement are otherwise terminated pursuant to Section 1.1(d). Seller further authorizes the Bank and its Credit Card Processor and all third parties (if applicable) to provide to Purchaser and its agents all information reasonably necessary to permit Purchaser to ascertain the amount to be delivered to Purchaser and initiate such electronic check or ACH transfers from the Bank Account. This authorization shall only be revoked with the prior written consent of Purchaser. Seller agrees to pay an insufficient funds fee as stated above if any electronic check or ACH transfer is rejected or dishonored.

Additionally, the Bank Account may not be closed and Seller's agreement with the Credit Card Processor cannot be amended or terminated without the prior written consent of Purchaser. In the event that Purchaser determines, in its sole discretion, that the Bank or the authorized Credit Card Processor utilized by Seller is no longer acceptable, Seller shall, upon receipt of written notice from Purchaser, have five (5) business days to terminate its relationship with the Bank or its Credit Card Processor and to open a new Bank Account or enter into a similar Processing Agreement with a new bank or Credit Card Processor. Seller agrees to execute any and all documents and/or agreement(s) in order to satisfy the foregoing.

Section 4.2 Purchaser is neither responsible nor shall it be liable for any actions undertaken by the Bank or the Seller's Credit Card Processor which are not contemplated or authorized by this Agreement or the Processing Agreement to be entered into by and between Seller and the Credit Card Processor. Seller, by execution of this Agreement, hereby agrees to indemnify and hold Purchaser harmless from any and all actions of the Bank or the Credit Card Processor.

Section 4.3 Purchaser and Seller understand that the Bank and the Credit Card Processor will charge a fee or commission to Seller for processing electronic checks, ACH transfers and receipts representing Future Sale Proceeds. Both parties further understand that the amounts due to Purchaser hereunder shall be based solely upon the net amount due to Seller from the Future Sale Proceeds after deducting the Bank and Credit Card Processor's fee or commission from the Future Sale Proceeds.

Section 4.4 During the entire time period that this Agreement shall be in force and effect, Seller hereby authorizes Purchaser to contact any bank or Credit Card Processor used by Seller (current or prior) in order to obtain whatever information Purchaser deems it may require regarding Seller's transactions with any such bank or Credit Card Processor. Such information shall include, but is not limited to, information Purchaser deems necessary to verify the amount of Future Sale Proceeds previously received or processed on behalf of Seller and any and all fees which may have been charged to Seller by the bank or Credit Card Processor. Seller further authorizes Purchaser to contact any bank or Credit Card Processor of Seller (current or prior) in order to confirm that Seller is exclusively using the Bank Account and the Credit Card Processor.

## 5. BINDING ACCEPTANCE

Section 5.1 Upon execution hereof, each of the parties hereto shall be obligated hereunder and shall be subject to all of the terms and conditions stated herein ("Agreement"). The person executing this Agreement on behalf of Seller warrants and represents that he/she is authorized to bind Seller to all of the terms and conditions set forth in this Agreement and that all of the information provided herein is true and accurate in all respects. Purchaser's payment of the Purchase Price shall be deemed Purchaser's acceptance of this Agreement, notwithstanding Purchaser's failure to execute this Agreement.

## 6. EVENTS OF DEFAULT, PURCHASER'S RIGHTS UPON DEFAULT, SELLER'S REPRESENTATIONS AND WARRANTIES

Section 6.1 Subject to applicable law, Purchaser may declare Seller to be in default under this Agreement if any one or more of the following events occurs and is continuing (each an "Event of Default"):

- (a) Seller fails to make any required remittance of Future Sale Proceeds when due except as otherwise permitted by this Agreement;
- (b) Seller fails to inform Purchaser prior to a scheduled remittance that the Remittance Account has insufficient funds due solely to a decline in Future Sale Proceeds as demonstrated by written documentation provided by Seller, such that in any given calendar month there are four or more ACH transactions attempted by Purchaser that are rejected by Seller's bank;
- (c) Seller fails to maintain the Bank Accounts or open a new bank account to deposit Future Sale Proceeds without first obtaining Purchaser's consent;
- (d) Seller fails to provide copies of all documents and requested information related to Seller's financial or banking affairs within five (5) days after a request by Purchaser;
- (e) Seller uses any portion of the Purchase Price for personal, family or household purposes or to fund a dividend or other distribution to Business owners;
- (f) Seller breaches any representation, warranty, agreement, promise or covenant set forth in this Agreement, or Seller or any of Seller's employees or agents provide Purchaser with any false or misleading information;
- (g) Seller makes any act or omission that has the result of interfering with or circumventing, the remittance to Purchaser of any amount owed under this Agreement, including, but not limited to: (i) conducting business under an alternative name; (ii) depositing Future Sale Proceeds into any bank accounts other than the Bank Account; (iii) encouraging customers to make payments by cash that Seller fails to deposit into the Bank Account; or (iv) manipulating the use and form of business entities for the purpose of avoiding Seller's obligations under this Agreement;
- (h) Seller fails to permit Purchaser or its agent to conduct a site inspection of Seller's business at any reasonable time during the term of this Agreement;
- (i) Without Purchaser's prior express written consent, Seller enters into any credit, cash advance or other financing arrangement requiring daily or weekly payments or remittances;
- (j) Without Purchaser's prior express written consent, Seller sells any of Seller's assets outside of the ordinary course of business;
- (k) Without Purchaser's prior express written consent, Seller sells any of Seller's Future Sale Proceeds while Seller owes any amount under this Agreement;
- (l) Without Purchaser's prior express written consent, Seller undertakes or permits a change of control of Seller's business;



- (m) Seller becomes subject to any material judgment or garnishment following the date of this Agreement;
- (n) Seller defaults on any other agreement that Seller has with Purchaser or any of its affiliates.

**Section 6.2 Purchaser's Rights Upon any Event of Default:**

- (a) All amounts of the Purchased Amount that have not yet been delivered to Purchaser and any assessed fees shall be immediately due and payable, including all Receivables or Future Sale Proceeds, until the entire balance, fees and deficiencies are paid in full;
- (b) Purchaser may commence an action against Seller and Seller's Business to collect all amounts owed in connection with this Agreement;
- (c) Purchaser may charge and recover from Seller the additional fees, including if applicable, all of Purchaser's out-of-pocket costs and expenses, including reasonable attorneys' fees, arbitration costs, and/or court costs incurred by Purchaser in connection with the defense, protection or enforcement of its rights under this Agreement (including, without limitation, in connection with any bankruptcy proceeding) and any other fees that may be due and owing (collectively, "Costs of Collection");
- (d) Purchaser may withdraw funds from any of Seller's Bank Accounts by ACH debit, up to the amount due following default as provided in Section 6.2(a) (including the fees as set forth in this Agreement and any Costs of Collection);
- (e) Purchaser may exercise any and all rights or remedies available to a secured creditor under Article 9 of the Uniform Commercial Code or analogous state laws. All rights available to Purchaser are cumulative and not exclusive of any other right or remedy available to Purchaser in law or equity.

**Section 6.3 Seller and any individual signing this Agreement as a Guarantor represents and warrants to Purchaser, as of the date hereof and, unless expressly stated otherwise, each day the Purchased Amount remains undelivered and any assessed fees remain unpaid, as follows:**

- (a) The Future Sale Proceeds are not subject to any claims, charges, liens, restrictions, encumbrances or security interest of any nature whatsoever not disclosed to Purchaser prior to executing this Agreement;
- (b) As of the date the Purchase Price is paid to Seller, Seller and Seller's business are not the subject of a bankruptcy or reorganization proceeding that has not been discharged or dismissed, do not have a plan to make a bankruptcy filing and have not met with a bankruptcy attorney within the past six (6) months;
- (c) Seller acknowledges that the information (financial and other) provided by Seller has been relied upon by Purchaser in connection with its decision to purchase the Future Sale Proceeds. All information that Seller has provided to Purchaser is true, correct and accurately reflects Seller's financial condition and business operations;
- (d) Seller has all required permits, licenses, approval, consents and authorizations necessary to conduct its business;
- (e) Seller and Seller's business are in compliance with all laws, regulations and requirements that affect its business;
- (f) Seller and each Guarantor has full power and authority to enter into and perform its obligations under this Agreement;
- (g) As of the date the hereof, Seller's Business is financially solvent (i.e., Business assets exceed the value of its liabilities);
- (h) Seller's Business has the legal right and ability to execute this Agreement and perform all of its obligations under this Agreement without violating any other agreement, obligation, promise, court order, administrative order or decree, law or regulation to which it is subject;
- (i) Seller's Business is duly qualified, licensed and in good standing in each state in which it is doing business;
- (j) Seller's Business's papers and all amendments thereto have been duly filed and are in proper order, and any capital stock, member interest or other equity issued and outstanding was and is properly issued;
- (k) Seller's Business's books and records are accurate and up-to-date and accessible to Purchaser;
- (l) Seller's Business's legal name is exactly as shown on this Agreement;
- (m) All of the Bank Accounts are maintained at U.S. financial institutions and all of the Bank Accounts were established and are used solely for business purposes and not for personal, family or household purposes.
- (n) Seller understands that the Bank Account is the sole and exclusive location where it will deposit all Future Sale Proceeds and that the services of the Credit Card Processor are the sole and exclusive means by which Seller shall process its Credit Card transaction(s).
- (o) Seller shall maintain insurance in such amounts and against such risks as are consistent with past practice and shall show proof of such insurance simultaneously with the execution of this Agreement and upon the reasonable request of Purchaser in the future within three (3) business days of such request.
- (p) Seller shall continue to conduct its business consistent with past practice and shall comply with all of the terms and conditions of its deposit account agreement with the Bank and its Processing Agreement with the Credit Card Processor. Seller has no present intention of closing its business or ceasing to operate business, either permanently or temporarily, during the twelve (12) month period after the date hereof and Seller hereby acknowledges that Purchaser shall rely on this representation in its decision to enter into this Agreement.
- (q) Should Purchaser not receive any remittances due hereunder within five (5) days of the date thereof, Seller shall respond to any inquiry by Purchaser of Seller regarding the failure to receive such remittances not later than two (2) days after Purchaser's inquiry (the "Response Date").

**7. OTHER REMEDIES**

Section 7.1 In the event of any breach or inaccuracy of any representation or warranty made by Seller in this Agreement or in any

certificate or other document delivered by or on behalf of Seller pursuant hereto; or any breach or default in the performance by Seller of any covenant or agreement contained in this Agreement or in any certificate or other document delivered by or on behalf of Seller pursuant hereto (any of the foregoing a "Breach"), Purchaser shall be entitled to all remedies available hereunder, under Article 9 of the Uniform Commercial Code or other applicable law.

Section 7.2 In the event that Purchaser cannot access the Bank Account because of a Breach, Purchaser will be entitled to charge Seller an estimated daily remittance, plus a fee of up to \$500 for each day Purchaser does not have access to the Bank Account.

Section 7.3 In the event that Seller breaches any of the covenants in Section 6, Seller agrees that Purchaser will be entitled to, among other things, damages equal to the amount by which the cash attributable to the Purchased Amount of Future Sale Proceeds exceeds the amount of cash received from the Future Sale Proceeds that have previously been received by the Purchaser under this Agreement.

Section 7.4 Seller hereby agrees that Purchaser may automatically debit any such damages from any of Seller's Bank Accounts via ACH, electronic check or wire transfer, and/or may notify the Credit Card Processor to remit to Purchaser any and all amounts received by the Credit Card Processor up to the amount due following default as provided in Section 6.2(a). In addition, and to the extent not prohibited by applicable law and any agreements between Seller's Credit Card Processor and the applicable Credit Card association, Purchaser and Seller's Credit Card Processor shall be authorized to place Seller on any "terminated merchant file" list with any applicable Credit Card association in the event of a breach by Seller of Section 6 hereof. Further, Purchaser shall be entitled to collect all Indemnified amounts from Seller in accordance with Section 14 hereof.

Section 7.5 No remedy of the parties hereunder shall be exclusive of any other remedy herein or provided by law, but each shall be cumulative and in addition to each and every other remedy. Waiver of a default shall not be a waiver of any other or subsequent default.

### 8. NO RIGHT TO REPURCHASE

Seller acknowledges that it has no right to repurchase the Future Sale Proceeds from Purchaser.

### 9. NOTICES

All notices which may be given under any provisions of this Agreement shall be in writing and deemed to have been duly given when served personally or mailed by an express mail or courier service first class mail, postage prepaid and properly addressed to the parties at their addresses written on Page 1 or to such other address as each of the parties may designate in writing to the other parties in the manner provided in this Section 9, together with copies as follows:

In case of Notice      Fora Financial Advance, LLC  
to Purchaser:          519 Eighth Avenue, 11th Floor  
                                 New York, NY 10018  
                                 Attn: Legal Department

Notices to Seller will be sent to the Business Address provided, unless Seller notifies Purchaser of an alternative address in writing.

### 10. MODIFICATIONS; AMENDMENTS

This Agreement is the entire agreement between the parties and supersedes any and all prior oral and/or written agreements and understanding by and among the parties with respect to the subject matter hereof and this Agreement may not be changed, modified or terminated orally, and no changes, modifications, termination or attempted waiver shall be valid unless in writing signed by the parties against whom the same is sought to be enforced.

### 11. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of Seller, Purchaser and their respective successors and assigns, except that Seller shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole discretion. Purchaser reserves the right to assign this Agreement with or without prior written notice to Seller.

### 12. APPLICABLE LAW; CONSTRUCTION

This Agreement shall be construed and enforced in accordance with the internal laws and not the conflict of laws of the State of New York applicable to agreements made and to be performed in such state. The parties hereto have participated jointly in the drafting of this Agreement and the documents to be delivered in connection therewith. In the event of ambiguity or questions of intent or interpretation, this Agreement and the documents to be delivered in connection therewith shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

### 13. WAIVER

Waiver by any party of any breach of this Agreement or failure to exercise any right hereunder shall not be deemed to be a waiver of any other or subsequent default, breach or right. The failure of any party to take action by reason of any such breach or to exercise any such right shall not deprive such party of the right to take action at any time while such breach or condition giving rise to such right continues.

**14. LIMITATION OF LIABILITY AND INDEMNITY**

(a) With respect to any claims Seller may have against Purchaser, Seller's sole remedy will be actual money damages that shall not exceed the amount of any funds delivered to Purchaser. In no event shall Purchaser be liable to seller for consequential, incidental, punitive, exemplary, special or indirect damages or losses, or lost profits, relating to this Agreement, in tort, contract, or otherwise, including any negligence.

(b) Seller shall assume liability for and does hereby agree to indemnify, protect, save and keep harmless Purchaser and its agents and servants, from and against any and all liabilities, claims, losses, obligations, damages, penalties, actions, and suits of whatsoever kind and nature imposed on, incurred by or asserted by third parties against Purchaser or its agents and servants, in any way relating to or growing out of such breach (collectively "Indemnified Amounts"), including, without limitation, the payment of all costs and expenses of every kind for the enforcement of Purchaser's rights and remedies hereunder, including attorneys' fees and costs in any Trial Court or Appellate Court proceeding, any administrative proceeding, any arbitration or mediation, or any negotiations or consultations in connection with this Agreement. Such Indemnified Amounts shall bear interest at the highest rate of interest allowed by applicable law until paid.

**15. JURISDICTION AND VENUE**

In the event of a controversy arising out of the interpretation, construction, performance or breach of this Agreement, the parties hereby agree and consent to the sole and exclusive jurisdiction and venue of the federal and state courts in the State of New York, to resolve any and all claims arising out of, relating to or in connection with this agreement or the relationship between the parties; and further agree and consent that personal service of process outside of the State of New York in any such action or proceeding shall be tantamount to service in person within New York State.

**16. ENTIRE AGREEMENT**

This Agreement, together with any Credit Card processing agreement, contains the entire agreement and understanding between Seller and Purchaser and supersedes all prior agreements and understandings relating to the subject matter hereof unless otherwise provided herein.

**17. SURVIVAL OF REPRESENTATIONS, ETC.**

All representations, warranties and covenants herein shall survive the execution and delivery of this Agreement and shall continue in full force and effect until all obligations under this Agreement shall have been satisfied in full and this Agreement shall have terminated.

**18. DISCLAIMER OF WARRANTIES**

No representations, warranties or promises pertaining to this Agreement or the transactions contemplated thereby have been made by or shall be binding on any party hereto except as expressly stated in this Agreement.

**19. MERGER; DISCLAIMERS**

All understandings and agreements heretofore made between the parties hereto are merged in this Agreement. In the making and execution of this Agreement, neither Seller nor Purchaser have relied upon or been induced by any statements or representations, other than those expressly set forth in this Agreement. Seller and Purchaser have relied solely on the representations expressly made herein and on such investigations, examinations and inspections, financial or otherwise, as Seller and Purchaser have respectively chosen to make or have made.

**20. JURY TRIAL**

THE PARTIES AND GUARANTOR HEREBY WAIVE TRIAL BY JURY IN ANY COURT PRESIDING OVER ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART OF THE ENFORCEMENT HEREOF, UNLESS SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. THE PARTIES AND GUARANTOR HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS. THE PARTIES AND GUARANTOR HAVE BEEN GIVEN AMPLE TIME AND OPPORTUNITY TO SEEK ADVICE OF COUNSEL PRIOR TO THE EXECUTION OF THIS AGREEMENT.

**21. ARBITRATION**

If either party or Guarantor requests, the other party or the Guarantor agrees to arbitrate all disputes and claims arising out of or relating to this Agreement. If a party or the Guarantor seeks to have a dispute settled by arbitration, that party or the Guarantor must first send to the other party, by certified mail, a written Notice of Intent to Arbitrate. If the parties or the Guarantor do not reach an agreement to resolve the claim within 30 days after the Notice is received, either party or the Guarantor may commence an

arbitration proceeding with the American Arbitration Association ("AAA"). Purchaser will promptly reimburse Seller or the Guarantor any arbitration filing fee, however, in the event that both Seller and Guarantor must pay filing fees, the Purchaser will only reimburse Seller's arbitration filing fee. Except as provided in the next sentence, the Purchaser will pay all administration and arbitrator fees. If the arbitrator finds that either the substance of the claim raised by Seller or the Guarantor or the relief sought by Seller or the Guarantor is improper or not warranted, as measured by the standards set forth in Federal Rule of Procedure 11(b), then Purchaser will pay these fees only if required by the AAA Rules. If the arbitrator grants relief to Seller or the Guarantor that is equal to or greater than the value of what Seller or the Guarantor has requested in the arbitration, Purchaser shall reimburse Seller or the Guarantor for that person's reasonable attorneys' fees and expenses incurred for the arbitration. Seller and the Guarantor agree that, by entering into this Agreement, they are waiving the right to trial by jury. EACH PARTY AND THE GUARANTOR MAY BRING CLAIMS AGAINST ANY OTHER PARTY ONLY IN THEIR INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, the parties and the Guarantor agree that the arbitrator may not consolidate proceedings for more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific provision is found unenforceable, then the entirety of this arbitration clause shall be null and void.

**22. CLASS ACTION WAIVER**

Seller, Purchaser and each Guarantor acknowledge and agree that the amount at issue in this transaction and any disputes that arise between them are large enough to justify dispute resolution on an individual basis. EACH PARTY HERETO WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST ANY OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION.

**23. HEADINGS**

The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms and provisions hereof.

**24. COUNTERPARTS**

This Agreement shall be executed in counterparts each of which so executed shall be deemed an original and constitute one and the same Agreement.

**25. INVALIDITY**

If any of the provisions of this Agreement are held invalid, such invalidity shall not affect the other provisions hereof, which can be given effect without the invalid provisions, and for this end the provisions of this Agreement are intended to be and shall be deemed severable.

**26. CELL PHONE, E-MAIL AND ELECTRONIC TRANSACTIONS**

Seller authorizes Purchaser and Purchaser's affiliates, agents and independent contractors to contact Seller at any telephone number Seller provides to Purchaser or from which Seller places a call to Purchaser, or any telephone number where Purchaser believes it may reach Seller, using any means of communication, including but not limited to calls or text messages to mobile, cellular, wireless or similar devices or calls or text messages using an automated telephone dialing system and/or artificial voices or prerecorded messages, even if Seller incurs charges for receiving such communications. Purchaser and Purchaser's affiliates, agents and independent contractors, may use any other medium not prohibited by law including, but not limited to, mail, e-mail and facsimile to contact Seller. Seller expressly consents to conduct business by electronic means. Seller may opt-out of receiving auto dialed or prerecorded calls or texts on Seller's cellular telephone by contacting customer service via phone at **1-855-326-8523** or e-mail via **customerservice@forafinancial.com** Even if Seller opts out of receiving automated calls or texts on a cellular telephone, we may still continue to communicate with Seller by other means.

**27. ELECTRONIC SIGNATURES**

Seller agrees to use electronic records and electronic signatures to document this Agreement. Seller's electronic signatures on electronic records will have the same effect as signatures on paper documents. Purchaser may designate one authoritative copy of this Agreement. If Purchaser does so, the authoritative copy will be the electronic copy in a document management system Purchaser designates for storing authoritative copies. Purchaser may convert the authoritative copy to a paper original, designating as such.

**28. PAYMENTS TO INDEPENDENT SALES ORGANIZATIONS ("ISOs")**

Seller understands that some transactions funded by Purchaser are originated by third-party ISOs who act as brokers. Purchaser compensates ISOs based on the amount of the advance a referred merchant obtains from Purchaser and, in some cases, the amount paid by the merchant.

<b>INITIAL HERE</b>	#1	JG	#2		#3		#4	
	Doc ID: 4c4b6a41f0e7d78a6d6eba672d94696289a44be4							

Fora Financial Advance, LLC  
519 8th Avenue  
11th Floor  
New York, NY 10018-7748  
<http://www.forafinancial.com/>

**AUTHORIZATION FOR AUTOMATIC CLEARING HOUSE PAYMENTS**

This authorization is entered into pursuant to the Agreement dated Jan 29 2020 ("the Agreement") between Glasser Images ("Merchant") and Fora Financial Advance, LLC ("Funder"). Terms used and not defined herein will have the meanings assigned to such terms in the Agreement. I authorize Funder to debit the bank account indicated in this form for the noted remittance amount on the schedule indicated in the Agreement. I understand that this authorization will remain in effect until the schedule end date, or until I cancel it in writing, whichever comes first, and I agree to notify the business in writing of any changes in my account information or termination of this authorization at least 30 days prior to the next billing date. If the above noted payment date falls on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account each period as soon as the above noted transaction date. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that the business may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$ 35.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I will not dispute (company name)'s recurring billing with my bank so long as the transaction corresponds to the terms indicated in the Agreement.

I further authorize Funder to obtain account information from my credit card processor, bank, or other third party. Account information includes, but is not limited to, credit card processing transaction history, all information relating to Merchant and its operations such as ownership, control, reduction or expansion of its business or credit card processing activities, and any other changes its business.

The individual signing this authorization certifies that he or she is authorized to enter into this authorization on behalf of Merchant, that he or she is a duly authorized check signer on the financial institution account identified below, and that Merchant will be bound by all of the terms of this authorization.

Routing Number:  Acct. Number:

Account Name: Checking Bank Name: American Bank Center

Type of Account: Checking  Savings

Merchant's Legal Name: Glasser Images

Merchant Identification Number of Merchant Credit Card Processor:

**Signatures are on the next page.**

**Please Attach a Voided Check (NOT a Deposit Slip) From the Account to be Debited**

519 8th Avenue • 11th Floor • New York, NY 10018-7748 • Tel: 1-855-326-8523 • Fax: 800-976-0968

Merchant(s):

<input checked="" type="checkbox"/> X: <u>Jack Glasser</u> Name: <u>Jack Glasser</u> Title: _____ Date: <u>01 / 29 / 2020</u>	<input checked="" type="checkbox"/> X: _____ Name: _____ Title: _____ Date: _____
<input checked="" type="checkbox"/> X: _____ Name: _____ Title: _____ Date: _____	<input checked="" type="checkbox"/> X: _____ Name: _____ Title: _____ Date: _____

FFA

X: _____ Name: <u>Fora Financial Advance, LLC</u> Title: _____ Date: _____
---

**FUNDS DISBURSEMENT AND AUTHORIZATION LETTER**

This Funds Disbursement and Authorization Letter ("Letter") refers to that certain Purchase and Sale of Future Receivables Agreement (the "Agreement"), dated Jan 29 2020, by and between Fora Financial Advance, LLC ("Purchaser") and Glasser Images ("Seller"). Capitalized terms used herein and not otherwise defined have the meaning ascribed to such terms in the Agreement.

The undersigned, on behalf of the Seller, hereby authorizes and directs the Purchaser to make the following disbursements (collectively, the "Disbursements") from the Purchase Price of the Agreement:

Authorized Payee:	Glasser Images		
Address:	510 East Main Avenue		
Address:	Bismarck	ND	58501
Phone Number:			
Pay Amount:	\$ 150,000.00		
Routing Number:		Account Number:	<input type="text"/>

Authorized Payee:			
Address:			
Address:			
Phone Number:			
Pay Amount:			
Routing Number:		Account Number:	<input type="text"/>

Authorized Payee:			
Address:			
Address:			
Phone Number:			
Pay Amount:			
Routing Number:		Account Number:	<input type="text"/>

Authorized Payee:			
Address:			
Address:			
Phone Number:			
Pay Amount:			
Routing Number:		Account Number:	<input type="text"/>

Authorized Payee:			
Address:			
Address:			
Phone Number:			
Pay Amount:			
Routing Number:		Account Number:	<input type="text"/>

Seller acknowledges and agrees that the Disbursements are not refundable to Seller by Purchaser.

The undersigned, on behalf of the Seller, hereby agrees to indemnify, defend, and hold Purchaser harmless from any and all claims related to the Disbursements made in accordance with this Letter.



Initial Here: #1 <u>JG</u> #2 _____ #3 _____ #4 _____
---

SELLER(s):

<input checked="" type="checkbox"/> X: <u>Jack Glasser</u> Name: <u>Jack Glasser</u> Title: _____ Date: <u>01 / 29 / 2020</u>	<input checked="" type="checkbox"/> X: _____ Name: _____ Title: _____ Date: _____
<input checked="" type="checkbox"/> X: _____ Name: _____ Title: _____ Date: _____	<input checked="" type="checkbox"/> X: _____ Name: _____ Title: _____ Date: _____

PURCHASER:

X: _____ Name: <u>Fora Financial Advance, LLC</u> Title: _____ Date: _____
---



# Information Disclosure Authorization

The Merchant and Owner(s)/Officer(s) identified below ("Applicant") each represents, acknowledges and agrees that (1) all information and documents provided to Fora Financial Advance, LLC, its affiliates, representatives, subsidiaries, divisions, successors and assigns ("Company") including credit card processor statements are true, accurate and complete, (2) Applicant will immediately notify Company of any change in such information or financial condition, (3) Applicant authorizes Company to disclose all information and documents that Company may obtain including credit reports to other persons or entities (collectively, "Third Parties") that may be involved with or acquire commercial loans having daily repayment features and/or Merchant Cash Advance transactions, including without limitation the application therefor (collectively, "Transactions") and each recipient is authorized to use such information and documents, and share such information and documents with other recipients, in connection with potential Transactions and any investigations, underwriting, and collection efforts related thereto (4) each Recipient will rely upon the accuracy and completeness of such information and documents, (5) Company is authorized to request and receive any investigative reports, credit reports, statements from creditors or financial institutions, verification of information, or any other information that Company deems necessary, (6) Applicant waives and releases any claims against Fora Financial Advance, LLC, Company and all authorized Recipients under this agreement and any information-providers arising from any act or omission relating to the requesting, receiving or release of information, and (7) each Owner/Officer represents that he or she is authorized to sign this form on behalf of Merchant.

## MERCHANT INFORMATION

Business Name: GLASSER IMAGES, LLC dba Glasser Images		
Address: 510 East Main Avenue		
City: Bismarck	State: ND	Zip: 58501
Contact Name: Jack Glasser		
Phone #: (701) 250-2190	Fax #:	

## LANDLORD INFORMATION

Do you own the property at your place of business? Rent (Type Rent or Own)

Landlord Name: Gulch Properties Landlord Phone # NA

What is your monthly (Mortgage/Rent) payment? \$ 5800 (If none enter 0)

If LEASING when did your lease term begin? 2015 (date) When does it expire? \_\_\_\_\_ (date) Is

anyone else co-signed on your lease or mortgage? \_\_\_\_\_ (Type Yes or No)

Are you current on your rent or mortgage? \_\_\_\_\_ (Type Yes or No)

If you are NOT current what is your outstanding balance? \_\_\_\_\_

Do you pay your business rent/mortgage out of your business account? \_\_\_\_\_ (Type Yes or No)

Permission is also granted to contact any business past, present or future, we may deal with including Banks, Landlords, and insurance companies we currently use or will use in the future.

**Verification of this Authorization may be confirmed by calling the business at:** (701) 250-2190  
(Business Tel. #)

519 8th Avenue • 11th Floor • New York, NY 10018-7748 • Tel: 1-855-326-8523 • Fax: 800-976-0968

BORROWER(s):

<input checked="" type="checkbox"/> X: <u>Jack Glasser</u> Name: <u>Jack Glasser</u> Title: _____ Date: <u>01 / 29 / 2020</u>	<input checked="" type="checkbox"/> X: _____ Name: _____ Title: _____ Date: _____
<input checked="" type="checkbox"/> X: _____ Name: _____ Title: _____ Date: _____	<input checked="" type="checkbox"/> X: _____ Name: _____ Title: _____ Date: _____

Fora Financial Advance, LLC

<input type="checkbox"/> X: _____ Name: <u>Fora Financial Advance, LLC</u> Title: _____ Date: _____
--

**Addendum**

**Early Delivery Schedule**


Except as provided below, Purchaser will provide a discount to Seller (Merchant) for the early delivery ("Early Delivery") of the subject receivables in full for the relevant calendar day period, as set forth below, less the amount of any receivables delivered to the Purchaser prior to the Early Delivery date, plus any unpaid fees or charges. The Early Delivery period begins on the next calendar day following the date on which Purchaser distributed the Purchase Price to Seller. In the event that the Early Delivery expiration date falls on a weekend or federal holiday, the expiration date shall become the following business day. A business day shall be Monday through Friday excluding any federal holidays or any dates that Seller is closed for business. The Early Delivery amount must be received by Purchaser (i.e., the date Purchaser's bank receives negotiable funds from Seller) on or before the expiration date to receive the Early Delivery amount listed below. Except as provided in this Addendum, all terms and conditions of the Purchase and Sale of Future Receivables Agreement shall remain in full force and effect.

**Seller shall have no right to exercise the Early Delivery option if:**

- The funds come from **Fora Financial Advance, LLC**, a related entity, affiliate, assignee, or any another funding company in the form of a business loan or other purchase and sale of future receivables.
- There have been any delayed or missed remittances.
- There have been any modifications to your agreement with **Fora Financial Advance, LLC**
- There has been a breach or default of your agreement with **Fora Financial Advance, LLC**

Calendar Day 1-30	\$ 192,000.00	Calendar Day 361-390	\$
Calendar Day 31-60	\$ 192,000.00	Calendar Day 391-420	\$
Calendar Day 61-90	\$ 192,000.00	Calendar Day 421-450	\$
Calendar Day 91-120	\$ 198,000.00	Calendar Day 451-480	\$
Calendar Day 121-150	\$ 202,500.00		
Calendar Day 151-180	\$ 214,500.00		
Calendar Day 181-210	\$ 214,500.00		
Calendar Day 211-240	\$ 214,500.00		
Calendar Day 241-270	\$ 214,500.00		
Calendar Day 271-300	\$ 214,500.00		
Calendar Day 301-330	\$		
Calendar Day 331-360	\$		

Each of the undersigned has executed this Addendum and understands and agrees to the terms and conditions.

 Initial Here: #1 JG #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_

X: <u>Jack Glasser</u>	X: _____
Name: <u>Jack Glasser</u>	Name: _____
Title: _____	Title: _____
X: <u>01 / 29 / 2020</u>	X: _____
Date: _____	Date: _____
X: _____	X: _____
Name: _____	Name: _____
Title: _____	Title: _____
X: _____	X: _____
Date: _____	Date: _____

Fora Financial Advance, LLC

Fora Financial Advance, LLC

Jan 29 2020

**TITLE** Contracts for you to e-Sign (Glasser Images) App   
**FILE NAME** 329511 - Co...89734-3.pdf and 4 others  
**DOCUMENT ID**   
**AUDIT TRAIL DATE FORMAT** MM / DD / YYYY  
**STATUS**

- Completed

This document was signed on [trs.forafinancial.com](https://trs.forafinancial.com)

### Document History



SENT

**01 / 29 / 2020**

23:50:56 UTC

Sent for signature to Jack Glasser (jack@glasserimages.com)

from @forafinancial.com

IP: 50.31.96.165



VIEWED

**01 / 29 / 2020**

23:51:57 UTC

Viewed by Jack Glasser (jack@glasserimages.com)

IP: 216.147.170.153



SIGNED

**01 / 29 / 2020**

23:59:02 UTC

Signed by Jack Glasser (jack@glasserimages.com)

IP: 216.147.170.153



COMPLETED

**01 / 29 / 2020**

23:59:02 UTC

The document has been completed.

# Exhibit 13

08-2022-CV-969



## Congratulations on building your new loan with LoanBuilder!

### BUSINESS LOAN AGREEMENT

Dear Jack ,

You are one step closer to having the funds that your business needs deposited into your business checking account. Please review the information below carefully, and sign and initial in all required locations.

Once we receive the signed agreement from you, we will start the review process immediately to get your LoanBuilder Business Loan funds to you.

LOAN AMOUNT
<b>\$ 125000.00</b>

#### PRIMARY BUSINESS OWNER INFORMATION

Jack Glasser  
817 14th Street SE  
Mandan, ND 58554

#### BORROWER

GLASSER IMAGES, LLC  
  
1000 Tacoma Ave., Suite 200  
Bismarck ND 58504

#### LOAN SUMMARY

<b>Loan Amount</b>	<b>\$ 125000.00</b>
<b>Total Interest Charge</b> Total of all interest charges through the life of the Loan	<b>\$ 16503.50</b>
<b>Number of Weekly Payments</b>	<b>52</b>
<b>Weekly Payment Amount</b>	<b>\$ 2721.22</b>
<b>Total Repayment Amount</b> The sum of the Loan Amount and Total Interest Charge	<b>\$ 141503.50</b>
<b>Loan Cost Percentage</b> Total Interest Charge divided by the Loan Amount	<b>13.20%</b>
<b>Annual Percentage Rate (APR)</b> The interest on the Loan expressed as a percentage representing the yearly cost of funds.	<b>24.910000%</b>

Initials of Individual Signer(s): \_\_\_\_\_

OTHER TERMS	
<b>Interest Allocation</b>	As outlined in the Loan Summary, the Weekly Payment Amount remains the same throughout the Loan term; however, the allocation of interest and principal, respectively, varies each week. Specifically, interest allocation will be greatest at the beginning of the Loan term and will diminish over time. An Initial Estimated Payment Schedule and pay off information may be requested by contacting 800-347-5626.
<b>Early Payoff</b>	<p>You may pay the Loan back early, but to do so you must pay the entire outstanding Loan Amount and the outstanding Total Interest Charge at the time of pre-payment.</p> <p>If you are approved for another LoanBuilder A PayPal Service loan or a PayPal Business Loan before this Loan is paid in full, and the new loan is applied to satisfy the balance on this Loan, then you may be eligible for a waiver of the outstanding Total Interest Charge at that time on this Loan.</p> <p>There is no pre-payment fee.</p>
<b>Returned Item Fee</b>	\$20

CERTAIN DISCLOSURES	
<b>This Loan is Business Purpose Only</b>	<p>The proceeds of the requested Loan may be used only for business purposes.</p> <p>THE LOAN MAY NOT BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. Borrower understands that Borrower’s agreement not to use the Loan proceeds for personal, family or household purposes means that certain important duties imposed upon entities making Loans for consumer/personal purposes, and certain important rights conferred upon consumers, pursuant to federal or state law, will not apply to the Loan or this Agreement.</p>

**Your LoanBuilder Business Loan, A PayPal Service, is marketed and serviced by PayPal and Swift Financial, LLC, a subsidiary of PayPal, and funded by WebBank. PayPal and WebBank are not affiliated with one another.**



- A. BY SIGNING BELOW (EITHER MANUALLY OR ELECTRONICALLY), YOU, THE UNDERSIGNED: (1) REPRESENT THAT YOU ARE AUTHORIZED TO BIND THE BORROWER IDENTIFIED ABOVE TO THE TERMS OF THIS AGREEMENT AND THAT YOU ARE AUTHORIZED TO ACT ON BEHALF OF THE BORROWER, ITS OWNER(S) AND MANAGEMENT; (2) CERTIFY, THAT TO THE BEST OF YOUR KNOWLEDGE, THE INFORMATION PROVIDED RELATING TO THE BORROWER'S LOAN APPLICATION AND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, INFORMATION RELATING TO THE BORROWER'S BENEFICIAL OWNER(S), IS COMPLETE AND CORRECT; (3) PROMISE THAT THE LOAN WILL BE USED SOLELY FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (4) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT, INCLUDING THE LOAN SUMMARY, OTHER TERMS, CERTAIN DISCLOSURES, ADDITIONAL TERMS INCLUDING THE ARBITRATION PROVISION (§ 28), AND THE PAYMENT AUTHORIZATION (EXHIBIT A); (5) AGREE TO ALL THE TERMS OF THIS AGREEMENT ON BEHALF OF BORROWER; (6) AGREE TO THE PERSONAL GUARANTY (§ 5) AND EACH SECTION OF THIS AGREEMENT REFERENCED IN SECTION 5, INCLUDING THE ARBITRATION PROVISION, INDIVIDUALLY ON YOUR OWN BEHALF; AND (7) ACKNOWLEDGE THAT SIGNING ANY OTHER PERSON'S NAME BELOW, WITHOUT SUCH PERSON'S EXPRESS CONSENT, CONSTITUTES FRAUD.
- B. LENDER'S OBLIGATIONS UNDER THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS AND UNTIL: (1) LENDER HAS COMPLETED ITS REVIEW OF THE BORROWER; (2) LENDER HAS DATED THE SIGNATURE BELOW; AND (3) LENDER HAS DISBURSED THE LOAN AMOUNT.

<b>On Behalf of Business</b>	<b>Guarantor</b>
By: _____ Name (Print): <u>Jack Glasser</u> Owner Title: _____ Date: _____	By: _____ Name (Print): <u>Jack Glasser</u> Date: _____
<b>On Behalf of Business (if needed)</b>	<b>Guarantor</b>
By: _____ Name (Print): _____ Title: _____ Date: _____	By: _____ Name (Print): _____ Date: _____
	<b>Guarantor</b>
	By: _____ Name (Print): _____ Date: _____
<b>WebBank Agrees to the Terms of this Agreement:</b>	
By: <input type="text"/> Name(Print): <input type="text"/> Title: <input type="text"/> Date: _____	

## ADDITIONAL TERMS

1. **General; Certain Definitions.** This Business Loan Agreement, including these Additional Terms, (this "Agreement") governs the terms of the loan (the "Loan") issued by WebBank, a Utah industrial bank ("WebBank" or "Lender").

(a) The words "Lender", "we," "us" and "our" mean WebBank, except as otherwise specified in this Agreement.

(b) The words "you," "your," "yours," "Business" and "Borrower" mean the entity identified as Borrower on the first page of this Agreement.

(c) "Guarantor" means each person(s) who signs this Agreement in his or her individual capacity as Guarantor.

(d) "Notice Address" means LoanBuilder, c/o Swift Financial, LLC, 3505 Silverside Rd., Wilmington, DE 19810 or any updated address that we provide by notice to you at any time.

(e) Certain other terms are defined herein.

(f) The Arbitration Provision (Section 28) is effective immediately as to Borrower, Lender and each Guarantor. We may assign all or any part of this Agreement, and any rights, licenses, responsibilities and/or obligations contained herein without restriction or limitation; following any assignment, the words "we," "us," and "our" will include the assignee to the extent of the assignment. **YOU PROMISE TO USE THE LOAN SOLELY FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

2. **Promise to Pay.** You promise to pay us all amounts due under this Agreement, including the Loan Amount, Total Interest Charge and any Returned Item Fee(s).

3. **Payments.**

*Weekly Payments.* Until the Loan is paid-in-full, you must pay us on each Weekly Payment Day the lesser of the Weekly Payment Amount or the outstanding balance you owe under this Agreement. The Loan Summary sets forth the Number of Weekly Payments you must make and the Weekly Payment Amount. The Weekly Payment Day you have selected is set forth in the below Payment Authorization. If you do not

select a Weekly Payment Day, you request us to select a Weekly Payment Day on your behalf. If any Weekly Payment Day is a federal holiday, your Weekly Payment Amount will be due on the next business day. Your first Weekly Payment Amount will be due at least one week after we disburse the Loan proceeds.

4. **Returned Item Fee.** To the extent permitted by applicable law, we will charge you a \$20 fee if for any reason any EFT, check or other payment is returned unpaid or cannot be processed.

5. **Personal Guaranty.**

**(a) Guaranty:** Each Guarantor, jointly and severally if more than one, guarantees all of Borrower's obligations, financial or otherwise, under this Agreement. Upon an Event of Default, each Guarantor shall pay all amounts due under this Agreement on demand, without requiring us first to enforce payment against Borrower. This is a guaranty of payment and not merely a guaranty of collection. This guaranty is an absolute, unconditional, primary and continuing obligation and will remain in full force and effect until all of Borrower's financial obligations have been indefeasibly paid-in-full. Each Guarantor waives all notices to which the Guarantor might otherwise be entitled by law, and waives all defenses, legal or equitable, otherwise available to the Guarantor. Without limiting the generality of the foregoing, each Guarantor expressly agrees that we may amend this Agreement without such Guarantor's consent, waive or decline to enforce any right against Borrower, the Collateral (as defined in Section 11) and/or any other Guarantor(s), release any other Guarantor(s) or enter into compromises with Borrower and/or any other Guarantor(s) without impairing our rights against such Guarantor.

**(b) Provisions of Agreement Applicable to Each Guarantor:** Sections 6 (Events of Default), 7 (Our Rights Upon Default), 8 (Representations and Warranties), 9 (Covenants), 14 (Expenditures), 15 (Indemnity), 16 (Business Information; Reporting Information to Credit Bureaus), 17 (Use of Information), 18 (Telephone Recordings); 19 (Contacting You; Mobile Phone and Text Messages), 20 (Consent to Receive Electronic

Notices and Disclosures; Correspondence), 24 (Limitation of Liability), 25 (Waiver of Right to Trial by Jury), 26 (Bankruptcy), 27 (Governing Law, Venue and Jurisdiction), 28 (Arbitration Provision), 29 (Class Action Waiver) and 30 (USA Patriot Act) and any other relevant Section apply fully to each Guarantor individually, and each reference to "you," or "your" in such sections of this Agreement shall be deemed to apply not just to Borrower but also to each Guarantor, individually.

**6. Events of Default.** Subject to applicable law, we may declare you to be in default under this Agreement if any one or more of the following events occurs and is continuing (each an "Event of Default"):

- (a) You fail to make any required payment when due or you make a payment that is dishonored;
- (b) You fail to maintain the Bank Accounts (as defined in Exhibit A), open a new bank account without our consent or in any way interfere or impair our ability to withdraw payments from a Bank Account;
- (c) You fail to provide copies of all documents and requested information related to your financial or banking affairs within five (5) business days after a request by us;
- (d) You use any proceeds of the Loan for personal, family or household purposes or to fund a dividend or other distribution to your owners;
- (e) You breach any representation, warranty, agreement, promise or covenant set forth in this Agreement, or you or any of your employees or agents provides us with any false or misleading information;
- (f) You make any act or omission that has the result of interfering with or circumventing, the payment to us of any amount owed under this Agreement, including, but not limited to: (i) conducting business under an alternative name; (ii) making use of any bank accounts other than the Bank Accounts; (iii) encouraging customers to make payments by cash that you fail to deposit into the Bank Accounts; or (iv) manipulating the use and form of business entities for the purpose of

avoiding your obligations under this Agreement;

- (g) You fail to provide or assist us in maintaining access to electronic bank information for the Bank Accounts;
  - (h) You fail to permit us or our agent to conduct a site inspection of your business without advance notice to you at any reasonable time during the term of this Agreement;
  - (i) Without our prior express written consent, you apply for or agree to any credit, loan, cash advance or other financing that would affect the payment of any amount owed to us under this Agreement in any way;
  - (j) Without our prior express written consent, you sell any of your assets outside of the ordinary course of business;
  - (k) Without our prior express written consent, you undertake or permit a change of control of your business;
  - (l) You become subject to any material judgment or garnishment following the date of this Agreement;
  - (m) You initiate a proceeding, or a proceeding is commenced against you, under the Federal Bankruptcy Code or any other applicable federal or state insolvency laws;
  - (n) You become generally unable to pay your debts;
  - (o) You fail to comply with any other term or condition of this Agreement; or
  - (p) You default on any other agreement that you have with us or any of our affiliates.
- 7. Our Rights Upon Default.** Upon any Event of Default, we may take one or more of the following actions, subject to applicable law (including any applicable notice requirement and/or right to cure): (a) either declare all or any portion of the Loan to be immediately due and payable or, without waiving any rights (including our right to later exercise any of our rights upon an Event of Default, as described in this Section), allow you to repay the Loan by making scheduled payments; (b) commence an action against you to collect all amounts owed in connection with this Agreement and all of our out-of-pocket costs and expenses, including reasonable attorneys'

fees and court costs, incurred by us in connection with the defense, protection or enforcement of our rights under this Agreement (including, without limitation, in connection with any bankruptcy proceeding) (collectively, "Costs of Collection"); (c) withdraw funds from any of your Bank Accounts by ACH debit, up to the unpaid amount that you owe us under this Agreement (including the Returned Item Fee as set forth in section 4 and any Costs of Collection); and (d) exercise any and all rights or remedies available to a secured creditor under Article 9 of the Uniform Commercial Code or analogous state laws. All rights available to us are cumulative and not exclusive of any other rights or remedies available to us in law or equity.

**8. Representations and Warranties.** You and any individual signing this Agreement as a Guarantor represent and warrant to us, as of the date hereof and each day the Loan remains outstanding, as follows:

- (a) The Collateral is not subject to any claims, charges, liens, restrictions, encumbrances or security interest of any nature whatsoever not disclosed to us prior to executing this Agreement;
- (b) You are not the subject of a bankruptcy or reorganization proceeding that has not been discharged or dismissed, do not have a plan to make a bankruptcy filing and have not met with a bankruptcy attorney within the past six months;
- (c) All information that you have provided to us is true, correct and accurately reflects your financial condition and results of operations;
- (d) Business has all required permits, licenses, approval, consents and authorizations necessary to conduct your business;
- (e) Business is in compliance with all laws, regulations and requirements that affect your business;
- (f) You (and each Guarantor) have full power and authority to enter into and perform your obligations (and each Guarantor's obligations) under this Agreement;
- (g) Business is financially solvent (i.e., your assets exceed the value of your liabilities);

- (h) Business has the legal right and ability to execute this Agreement and perform all your obligations under this Agreement without violating any other agreement, obligation, promise, court order, administrative order or decree, law or regulation to which you are subject;
- (i) Business is duly qualified, licensed and in good standing in each state in which you are doing business;
- (j) Business's papers and all amendments thereto have been duly filed and are in proper order, and any capital stock, member interest or other equity issued by you and outstanding was and is properly issued;
- (k) Business's books and records are accurate and up-to-date and accessible to us;
- (l) Business's legal name is exactly as shown on this Agreement;
- (m) All the Bank Accounts are maintained at U.S. financial institutions and all the Bank Accounts were established and are used solely for business purposes and not for personal, family or household purposes.

**9. Covenants.** Until all amounts outstanding under this Agreement have been paid-in-full, you and any individual signing this Agreement as a Guarantor covenant to us:

- (a) Business will: (i) preserve, renew and maintain in full force and effect your corporate or organizational existence, if any; (ii) take all reasonable action to maintain all rights, privileges and franchises necessary or desirable for the normal conduct of your business; and (iii) remain duly qualified, licensed and in good standing in your state of organization (if any) and every other state in which you are doing business.
- (b) Business will comply with: (i) all the terms and provisions of your organizational documents and bylaws, if any; (ii) your obligations under your material contracts and agreements; and (iii) all laws and orders applicable to you and your business, except where the failure to do so could not reasonably be expected to risk a material adverse effect on your financial condition, business or prospects or your ability to

perform your obligations under this Agreement.

- (c) Business will pay, discharge or otherwise satisfy at or before maturity, all your material obligations of whatever nature, including without limitation all amounts as they are or may be due under this Agreement.
- (d) Business will not, without our prior written consent: (i) merge or consolidate with or into any other business entity; (ii) sell your assets or enter into any joint venture or partnership with any person, firm or corporation; (iii) change your name, place of business, chief executive officer, mailing address or organizational identification number, if any; (iv) change your type of organization, jurisdiction of organization or other legal structure; or (v) permit or allow a change in ownership or change of control of either the Business or the Business' assets.
- (e) Within five (5) business days after our request, you will: (i) provide us with such information about your financial condition and operations as we may from time to time reasonably request; and (ii) sign any and all documents and provide any and all information or authorizations that we, in our sole discretion, deem necessary to implement this Agreement (including any document, information or authorization that we need in order to access, for purposes of electronic inquiry, any of your Bank Accounts).
- (f) You will promptly provide notice to us in writing upon becoming aware of any Event of Default or the occurrence or existence of an event which, with the passage of time or the giving of notice or both, would constitute an Event of Default.
- (g) Business will not sell or pledge Collateral to another party without our prior written consent other than a sale or pledge pursuant to an agreement, not subsequently modified, in effect prior to the date of this Agreement and brought expressly to our attention.
- (h) Business will promptly pay all necessary taxes including payroll, sales and use taxes

and you will make any payments that you are required to make pursuant to, and in accordance with, the requirements of any tax payment programs in which you participate.

- (i) You will, subject to the terms of this Agreement, continue to conduct all aspects of your business consistent with past practices and employ adequate staffing to maintain the operations of your business, notwithstanding the death or disability of any principal, officer or employee.
- (j) You will not share your online portal log-on credentials provided by us with any third party.
- (k) You will use the Loan solely for business purposes and not for personal, family or household purposes.
- (l) You will not permit any event to occur that could cause a diversion of any funds from the Payment Account (as defined in Exhibit A) to any other account or entity.

**10. Bank Accounts.** You will maintain the Bank Accounts until all obligations are repaid under this Agreement. Additionally, you will ensure that all funds arising from Receivables (as defined in Section 11) are deposited in, or otherwise credited to, the Payment Account, including, without limitation, by: (i) depositing all cash, checks and money orders into the Payment Account no later than the business day following the business day upon which any of these items are received by you; (ii) directing all EFTs relating to Receivables to be directly deposited into the Payment Account; and (iii) directing all of your card processors to directly deposit all card payments into the Payment Account. You will not permit any event to occur that could cause a diversion of any funds from the Payment Account to any other account or entity. You will provide us and/or our authorized agents with all information or authorizations that are necessary for verifying your Receivables, receipts, deposits into and withdrawals from the Payment Account.

**11. Security Interest.** In order to secure your full payment and performance of your obligations under this Agreement, you grant to us a continuing security interest in and to all of your

present and future accounts, Receivables, chattel paper, deposit accounts, personal property, assets and fixtures, general intangibles, instruments, equipment and inventory (as those terms are defined in Article 9 of the Uniform Commercial Code ("UCC")), wherever located, and with respect to these items, all proceeds now or hereafter owned or acquired by you (collectively, the "Collateral"). Upon any Event of Default, we may exercise all remedies available to secured parties under the UCC or any other applicable law. We have the right, but not the obligation, to create, sign on your behalf and file all filings that we determine are reasonably necessary to perfect our security interest in the Collateral, including without limitation, one or more UCC-1 financing statements. You agree that you will, from time to time, promptly execute and deliver all instruments and documents (including any account control agreements), and take all further action, that may be necessary or appropriate, or that we may reasonably request, to perfect our security interest in the Collateral against you and all third parties or to enable us to exercise and enforce our rights and remedies hereunder. For purposes of this Agreement, "Receivables" refers to any and all cash received from your customers' purchases of goods and/or services from you and all payment rights arising from or occurring as a result of your customers' purchases of goods and/or services from you, whether by checks, money orders, automated clearing house network transactions, or "ACHs", or any other type of electronic fund transfers (collectively, "EFTs"), payment cards (including, without limitation, credit cards, charge cards, debit cards, prepaid cards, benefit cards or similar cards), extensions of credit or any other forms of payment now known or hereinafter developed.

- 12. Book Entry System.** You hereby appoint PayPal as your agent in maintaining, and PayPal on behalf of the Lender agrees to maintain, an appropriate book entry system for the transaction under this Agreement. This section does not affect any of Borrower's obligations under this Agreement. This section does not limit or waive any of Borrower's rights.
- 13. Insurance.** During the term of this Agreement you must obtain and maintain such insurance as

we may require, in form, amounts and coverage reasonably acceptable to us, and issued by a company reasonably acceptable to us, naming us as loss payee. You must provide proof of insurance to us upon request.

- 14. Expenditures.** If any action or proceeding is commenced that would materially affect our interest in the Collateral or if you fail to comply with any provision of this Agreement or any related documents, including but not limited to your failure to discharge or pay when due any amounts you are required to discharge or pay under this Agreement or any related documents, we may, on your behalf (but shall not be obligated to) take any action that we deem appropriate, including but not limited to discharging or paying taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. To the extent not prohibited by applicable law, all such expenses, at our option, will be payable on demand or on the final Weekly Payment Day.
- 15. Indemnity.** You will defend, indemnify and hold us, as well as PayPal and our respective affiliates, successors, and assigns, harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harms arising out of any violation of this Agreement and any laws, statutes, regulations, ordinances, contracts or other obligations pertaining to the conduct of your business.
- 16. Business Information; Reporting Information to Credit Bureaus.** You, and each person individually who signs this Agreement on your behalf, in both your individual capacity and as a principal of the Business, as well as any Guarantor, authorize us to contact any third party, including any credit reporting or database service, your current, prior or third-party card processors, and your current and prior banks (including, without limitation, any bank where any Bank Account has been or will be maintained), so that we may confirm or obtain any information bearing on your creditworthiness or reputation, and obtain a credit report or background report on you and/or each individual who signs this Agreement on your behalf, together with whatever other

information we determine is necessary to review your application or to monitor, maintain and collect on your account and for any other lawful purposes. Such information may include, without limitation, your credit history or similar characteristics, credit card, debit card and other payment card and instrument processing history (including, without limitation, your chargeback history), employment and education history, social security verification, criminal and civil history, Department of Motor Vehicle and other public agency records as well as any other information bearing on your credit standing, credit capacity or character or that we otherwise deem pertinent to this Agreement. This authorization to obtain reports is valid at any time during which this Agreement is in effect.

We may report information about the Loan and this Agreement to other creditors, other financial institutions and credit bureaus. **Late payments, missed payments or other defaults on the Loan may be reflected in your credit report.** You have the right to dispute the accuracy of information we have reported. If you believe that any information that we have reported to a credit bureau is inaccurate, or if you believe that you have been the victim of identity theft in connection with the Loan or this Agreement, you must write us at the Notice Address, Attn: Fraud/Dispute. Please include your name, address, Loan Number, telephone number and a brief description of the problem. If available, please include a copy of the credit report in question. If you believe that you have been the victim of identity theft, you must send us a police report or written statement in a form we provide you alleging that you are the victim of identity theft for a specific debt.

- 17. Use of Information.** You agree that all information relating to Borrower and the Loan, including without limitation, Borrower application information, and Loan balance and payment information, may be shared by Lender with PayPal, including to create and update its customer records, to assist it in better servicing you with respect to any PayPal business account you maintain, and for marketing purposes, and that you should have no expectation that Loan information will remain private from PayPal, its affiliates (companies related by common ownership or control) or with service providers

who assist in delivering PayPal services or products, including financial institutions that PayPal partners with to jointly create and offer a product. These financial institutions will not use this information to market non-PayPal-related products, unless you have given consent for such marketing.

- 18. Telephone Recordings.** You understand and agree that we may monitor and/or record any of your phone conversations with any of our representatives. However, we are not required to monitor and/or record any such conversations.
- 19. Contacting You; Mobile Phone and Text Messages.** You authorize us and PayPal, and our respective affiliates, agents, assigns and service providers (collectively, the "Messaging Parties") to contact you at any mobile phone number you provide to the Messaging Parties using autodialed or prerecorded calls or text messages in order to service your Loan, investigate or prevent fraud, or collect a debt. We will not use autodialed or prerecorded calls or texts to contact you for marketing purposes unless we receive your prior express written consent. We may share your mobile phone number with service providers with whom we contract to assist us with the activities listed above, but we will not share your mobile phone number with third parties for their own purposes without your consent. You do not have to agree to receive autodialed or prerecorded calls or texts to your mobile phone number as a condition of entering into this Agreement. You may decline or withdraw such consent by calling 800-347-5626. However, we may still call you directly using other means if we need to speak with you. To stop text messages from a Messaging Party, you can also simply reply "STOP" to any text message from that Messaging Party. You understand that anyone with access to your mobile telephone account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call or text message, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services, and you agree that the Messaging Parties will have no liability for such charges.



- 20. Consent to Receive Electronic Notices and Disclosures; Correspondence.** You agree that we may send to you, either electronically or in writing as we elect, all documents relating to the Loan (including this Agreement). Your consent includes, but is not limited to: (a) transacting business with us online or electronically; (b) receiving disclosures or notices electronically, either via a disclosure on our website or in an email sent to you at an email address provided by you; and (c) receiving electronically all relevant documents, communications, notices and/or contracts related to the Loan or this Agreement. Any written or electronic correspondence we send to you will be effective and deemed delivered when emailed or mailed to you at your mail address, as it appears on our records. You shall promptly notify us of any change to your email address or your mailing address. All notices to us must be sent to the Notice Address, with such attention as may be specified in this Agreement. To the extent permitted under applicable law, any notice you send us will not be effective until we receive and have a reasonable opportunity to act on such notice. Any written or electronic correspondence we send to you will be effective and deemed delivered when sent or mailed to you at your mail or email address, as they appear on our records.
- 21. Partial Payments Marked Payment in Full.** Any check or other payment you send us for less than the total outstanding balance that is marked "payment in full" or with any similar language or that you otherwise tender as full satisfaction of a disputed amount must be sent to the Notice Address, Attn: Payment of Disputed Amount. We may deposit any such payment without such deposit effecting a satisfaction of the disputed amount.
- 22. Inadvertent Overcharges.** It is not our intention to charge any interest, fees or other amounts in excess of those permitted by applicable law or this Agreement. If any interest, fee or other amount is finally determined to be in excess of that permitted by applicable law or this Agreement, the excess amount will be applied to reduce any amount due under this Agreement or, if there is no amount due under this Agreement, will be refunded to you.
- 23. Delay in Enforcement.** We may at any time and in our sole discretion delay or waive enforcing any of our rights or remedies under this Agreement or under applicable law without losing any of those or any other rights or remedies. Even if we do not enforce any rights or remedies at any one time, we may enforce them at a later date.
- 24. Limitation of Liability.** WITH RESPECT TO ANY CLAIMS YOU MAY HAVE AGAINST US, YOUR SOLE REMEDY WILL BE AN ACTION AT LAW FOR ACTUAL MONEY DAMAGES THAT SHALL NOT EXCEED THE AMOUNT OF ANY FUNDS OVERPAID TO US. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES OR LOSSES, OR LOST PROFITS, RELATING TO THIS AGREEMENT, IN TORT OR CONTRACT, OR OTHERWISE, INCLUDING ANY NEGLIGENCE.
- 25. Waiver of Right to Trial by Jury.** YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE ARBITRATION PROVISION TO WHICH YOU AND WE ARE SUBJECT, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.
- 26. Bankruptcy.** All bankruptcy notices and related correspondence to us must be sent to the Notice Address, Attn: Bankruptcy Notice. You represent and covenant that you have no current intent to file any bankruptcy petition and have not consulted a bankruptcy attorney in the past six months.
- 27. Governing Law, Venue and Jurisdiction.** Except as set forth to the contrary in the Arbitration Provision, any claim, dispute or controversy arising from or relating to your Loan or this Agreement, whether based in contract, tort, fraud or otherwise, is governed by, and construed in accordance with, federal law and, to the extent state law applies, the law of the State of Utah without regard to otherwise applicable principles of conflicts of law. All

litigation, suits, court proceedings and other actions (except as set forth to the contrary in the Arbitration Provision) arising from or relating to the Loan or this Agreement or in any way related to the parties' relationship will be submitted to the jurisdiction of the state and federal courts of the State of Utah and the exclusive venue for all such suits, proceedings and other actions will be in Salt Lake County, Utah or such other jurisdiction that may be mutually agreed to by the parties. No action may be brought in any other state or jurisdiction. Notwithstanding the foregoing, we may elect to commence litigation and court proceedings in the state and federal courts of the state in which Business is located. The parties waive any claim against or objection to the *in personam* jurisdiction and venue in the courts of Salt Lake County, Utah. ALL PARTIES TO THIS AGREEMENT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, SUIT, COUNTERCLAIM, CROSS-CLAIM, OR THIRD-PARTY CLAIM BROUGHT BY ANY OF THE PARTIES HERETO ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH THIS AGREEMENT.

## 28. **Arbitration Provision.**

(a) Any party may elect to resolve any Claims (as defined below) by submitting to binding arbitration before one arbitrator selected by an Administrator. "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org), 800-778-7879 or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, [www.jamsadr.com](http://www.jamsadr.com), 800-352-5267 or, if AAA and JAMS cannot serve, another company selected by you and us or by a court. For purposes of this Arbitration Provision, "we", "us", and "our" mean Lender and PayPal, together with any subsequent holder of this Agreement or participant in the Loan, and each of our and their respective officers, directors, agents, representatives, contractors, employees, affiliates, successors and assigns; and "you" and "your" mean Borrower and each Guarantor, together with their successors. Filing, administrative, hearing and/or other fees, including attorney's fees and costs, will be borne in accordance with the Administrator's rules except as set forth in

Section 7 above with respect to an Event of Default. For a AAA proceeding, AAA's Commercial Arbitration Rules shall apply. For a JAMS proceeding, Streamlined Arbitration Rules shall apply. Hearings may be held via teleconference, but if the arbitrator decides that a hearing is required, the arbitration will be held in Wilmington, Delaware or other location as may be mutually agreed upon. NO CLAIM SUBMITTED TO ARBITRATION WILL BE HEARD BY A JURY.

- (b) "Claim" shall mean any claim, dispute or controversy between you and us that requires a legal decision to resolve, including disputes arising from actions or omissions prior to the date of this Agreement. Claim has the broadest reasonable meaning and includes disputes based upon contract, tort, fraud, constitution, statute, regulation, ordinance, common law and equity. Claim includes any claim asserted by or against any officer, director, or employee of the Business in his or her individual capacity. By way of clarification, the arbitrator may not preside over any form of a representative or class proceeding and shall have no authority to conduct any such class, private attorney general or multi-party hearing. However, any dispute about the validity, enforceability, coverage or scope of this arbitration provision or any part thereof shall be for the arbitrator to decide.
- (c) Any court with jurisdiction may enter judgment upon the arbitrator's award, which will be final and binding except for any appeal right under the Federal Arbitration Act (the "FAA").
- (d) The Loan involves interstate commerce and this Arbitration Provision shall be governed by the FAA and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and privilege rules that would apply in a court proceeding, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory

and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive or other equitable relief, and attorneys' fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of the award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration Provision and the Administrator's rules.

- (e) This Arbitration Provision shall survive the termination or expiration of this Agreement, your fulfillment or default of your obligations under this Agreement and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law). In the event of any conflict or inconsistency between this Arbitration Provision and the Administrator's rules or other parts of this Agreement, this Arbitration Provision will govern. If any portion of this Arbitration Provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made with respect to any class Claim that the Class Action Waiver is unenforceable, only this sentence of the Arbitration Provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.
- (f) Notwithstanding any other provision of this Agreement, Borrower may opt-out of the requirement to have disputes resolved via arbitration by providing us written notice of such opt-out within ten (10) days of your receipt of the Loan Amount. To be effective the notice must be sent to LoanBuilder Arbitration Opt-Out, c/o Swift Financial LLC, 3505 Silverside Road, Wilmington, DE 19810.

**29. Class Action Waiver. EXCEPT WHERE PROHIBITED BY PUBLIC POLICY, NEITHER YOU**

**NOR WE WILL HAVE THE RIGHT TO: (I) PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; (II) ACT AS A PRIVATE ATTORNEY GENERAL; OR (III) JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST YOU WITH CLAIMS BY OR AGAINST ANY OTHER PERSON.**

**30. USA Patriot Act.**

**IMPORTANT INFORMATION ABOUT OUR PROCEDURES FOR OPENING A NEW ACCOUNT:**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may ask to see your driver's license or other identifying documents.

- 31. **Miscellaneous.** This Agreement shall be binding upon Business and inure to the benefit of Lender, its successors and assigns. Neither this Agreement, nor any of the rights, licenses, responsibilities and/or obligations contained therein, may be transferred, assigned, licensed or delegated by Business without our written permission, which we are not required to give. This Agreement constitutes the entire understanding among the parties pertaining to the Loan, and merges and supersedes all prior negotiations, discussions (whether oral or written) and earlier contracts of a similar nature. This Agreement may not be amended, modified or limited except by a written agreement executed by both you and us. Any provision of this Agreement that is found to be invalid under applicable law shall be invalid only with respect to the offending provision and only to the extent of the invalidity and this Agreement shall be construed to best effectuate the intent of the parties. This Agreement may be executed via fax or electronically with full binding force and effect.

**EXHIBIT A  
AUTHORIZATION TO CREDIT AND DEBIT BORROWER'S BANK ACCOUNT(S)  
("PAYMENT AUTHORIZATION")**

You promise that the following is a list of all the Business's bank accounts (as subsequently supplemented, the "Bank Accounts"). The Bank Account marked "Deposit Funds" below is the "Deposit Account". If you do not select a Deposit Account, you direct us to use the Bank Accounts in sequential order as listed below as the Deposit Account. The Bank Account marked "Withdraw Payments" is the account from which the Weekly Payment Amount will be deducted ("Payment Account"). If no Bank Account is marked as the Payment Account, or if any payment cannot be initiated by us from the Payment Account for any reason, you direct us to use the Bank Accounts in sequential order as listed below as the Payment Account.

<b>Deposit Funds</b>	<b>Withdraw Payments</b>	<b>Account #1 Bank Name:</b>	AMERICAN BANK CENTER	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Routing #:</b>	<input style="width: 100px; height: 20px;" type="text"/>	<b>Account #:</b> <input style="width: 100px; height: 20px;" type="text"/>
<b>Deposit Funds</b>	<b>Withdraw Payments</b>	<b>Account #2 Bank Name:</b>	_____	
<input type="checkbox"/>	<input type="checkbox"/>	<b>Routing #:</b>	_____	<b>Account #:</b> _____
<b>Deposit Funds</b>	<b>Withdraw Payments</b>	<b>Account #3 Bank Name:</b>	_____	
<input type="checkbox"/>	<input type="checkbox"/>	<b>Routing #:</b>	_____	<b>Account #:</b> _____

**Weekly Payment Day (NOTE: Must be a weekday, with first payment due at least one week after funding):**

Monday  
  Tuesday  
  Wednesday  
  Thursday  
  Friday

If not selected your Weekly Payment Day will be set to **Monday**

- (a) **Bank Account Verification.** You promise that each Bank Account identified above or at some later time is a Business bank account and that you have the power and authority to (i) initiate payments from such Bank Account and (ii) authorize us (including our service providers) to initiate payments from such Bank Account. You promise that each Bank Account is a legitimate, open, and active bank account used solely for business purposes and not for personal, family or household purposes. You authorize us to verify any information you have provided about any Bank Account and to correct any missing, erroneous or out-of-date information.
- (b) **Loan Proceeds.** You authorize and request us to disburse the Loan Amount first to satisfy any payoffs that have been authorized by you and then, to the extent any funds remain, to disburse to the Deposit Account by an EFT the remaining Loan Amount.
- (c) **Weekly Payments and Additional Amounts.** On or after each Weekly Payment Day, you authorize and direct us (or our service provider) to initiate an EFT from the Payment Account of the Weekly Payment Amount. For the amount due on the date of the final scheduled payment, we may increase or decrease the amount of the EFT to equal the total amount then outstanding under this Agreement. You authorize us to initiate EFTs from the Payment Account for any fee or charge you owe, and, if an Event of Default occurs, for any amounts due

under this Agreement. We may assess any fee or charge you owe us as a separate EFT. By way of clarification, for purposes of this Payment Authorization, the term "EFT" includes automated clearing house or "ACH" transactions.

- (d) *Error Correction.* In the event we make an error in processing any payment, you authorize us to initiate a corrected EFT from the Bank Accounts to correct the error.
- (e) *Fees for Dishonored Payments.* You agree that we may submit up to two times any EFT that is dishonored. Your bank may charge you fees for unsuccessful EFTs. You agree that we will have no liability to you for such fees.
- (f) *No Termination.* This Payment Authorization is irrevocable and you agree to keep this Payment Authorization in force so long as this Agreement remains in place and/or any amount remains outstanding under this Agreement.
- (g) *Compliance with Law and Network Rules.* You acknowledge that the origination of EFTs to and from the Bank Accounts must comply with U.S. law and applicable network rules. Borrower agrees to be bound by the rules of NACHA.
- (h) *Alternative Payment Methods.* If you know that we will be unable to process a payment by an EFT under this Payment Authorization, you must (i) notify us, and (ii) mail or deliver a check or money order to us for the Weekly Payment Amount at the Notice Address, Attn: Payments or, if offered, pay the Weekly Payment Amount by any pay-by-phone or online service that we may make available from time to time.

# Exhibit 14

08-2022-CV-969

**From:** Jack Glasser <jack@glasserimages.com>

**To:** [redacted]@fwbt.com>

**Subject:** External: FWBT assistance

**Date:** Tue, 17 Mar 2020 22:54:07 -0500

**Importance:** Normal

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**Caution:** This email originated from an external source. If you suspect a potential phishing email, report it to [itsecurity@fwbt.com](mailto:itsecurity@fwbt.com)

[redacted] I wanted to get this to you before our meeting. Earlier today, before diving into some reports with [redacted] I thought we were sitting pretty good. But with everything going on and not being in a good cash position to begin with, I am afraid we will run out of cash this week and not be able to even get close to payroll on Tuesday. I know we are in the midst of trying to consolidate. Can we fast track it and provide some additional working capital to get through this? Leads are still projecting in the 170s and wedding bookings in the 40s to 50s, which is great normally, and especially with all things considered. We still have people inquiring. We still have past dues and receivables. We just need the cash flow help to bridge this short-term gap caused by the situation.

—  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

# Exhibit 15

08-2022-CV-969



**From:** Jack Glasser <jack@glasserimages.com>

**To:** [redacted]@fwbt.com>

**Subject:** Re: External: FWBT Consolidation and Working Capital

**Date:** Fri, 20 Mar 2020 10:48:07 -0500

**Importance:** Normal

**Inline-Images:** NewSignatureTest\_f25b5425-6f6a-4293-858c-872b319dcc09.jpg; image001.jpg

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[redacted] I just left you a message as well. I am wondering if we can chat through this more and reconsider. Especially with the consolidation discussions that we have been having for months and with my relationship with the bank. And with [redacted] doing more. With all going on, we will be making huge changes to get through this and allow the business to survive. I reassure you. I haven't come this far to only come this far.

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Mar 19, 2020, at 5:44 PM, Jack Glasser <jack@glasserimages.com> wrote:

And especially with [redacted] doing more?

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Mar 19, 2020, at 5:34 PM, Jack Glasser <jack@glasserimages.com> wrote:

We will not be able to make it for 60 days, let alone into next week. I need working capital ASAP. If not, I will need to shut down our apps needed for operations (our booking system for scheduling and invoicing, editing software, album design app, file storage, and so much more that require monthly payments), I will not be able to pay rent or equipment leases, we will need to stop advertising (which will cease the inquiries that we have been getting), I will not be able to make payroll, we will not have people to fulfill weddings this summer, etc etc etc. SBA will take too long. Why cant we consolidate now? We have been taking about this for months. And now, more than ever, we need to consolidate and get additional capital to move forward. This is dire. I am not sure what I will do.

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Mar 19, 2020, at 5:08 PM, [redacted]@fwbt.com> wrote:

Jack,

What I got approved today was a 60 day extension with [redacted] putting more into the agency account serving as collateral. I already talked to [redacted] and he was good with it. This gives us time to redo projections and see where things are going.

No new money.

We can discuss more tomorrow.

[redacted]

First Western Bank & Trust  
304 East Front Avenue  
Bismarck, North Dakota 58504

Phone: [redacted]

[redacted]

[firstwestern.bank](http://firstwestern.bank)



---

**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>

**Sent:** Thursday, March 19, 2020 3:23 PM

**To:** [redacted]@fwbt.com>

**Subject:** Re: External: FWBT Consolidation and Working Capital

[redacted] did you get a chance to visit with people today?

—  
**Jack Glasser**

Founder | Glasser Images

[glasserimages.com](http://glasserimages.com)

On Mar 18, 2020, at 4:24 PM, [redacted]@fwbt.com> wrote:

I will visit with people tomorrow and let you know. I can't promise anything but I will have the discussion.

[redacted]

First Western Bank & Trust  
304 East Front Avenue  
Bismarck, North Dakota 58504

Phone: [redacted]

[redacted]

[firstwestern.bank](http://firstwestern.bank)



**FIRST WESTERN**  
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**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>  
**Sent:** Wednesday, March 18, 2020 4:23 PM  
**To:** [REDACTED]@fwbt.com>  
**Subject:** External: FWBT Consolidation and Working Capital

[REDACTED] thanks for meeting with me today.

Attached is a balance sheet as of today.

I have highlighted what I'd like to ideally consolidate. This is around \$1.5M without any additional working capital.

- paying off the payables will ensure happy vendors and getting caught up with many that are far past 90 days
- paying off credit cards will allow them to be fully used for the business and remove the need for debit cards for the staff
- the consolidation of everything with FWBT (including the LOC) will make for one payment each month, which will be so much better for everyone
- getting rid of the short-term loans would free up a tremendous amount of cash flow that we can then put towards paying down principle at FWBT moving forward

Doing all of this in conjunction with the 90 day deferment and some additional working capital (\$200K?...I am just not sure what we will need at this point) will put us where we need to be as we discussed prior to the COVID-19 crisis. With the COVID-19 crisis, this is even more important to do and do ASAP.

—  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

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# Exhibit 16

08-2022-CV-969

**From:** Jack Glasser <jack@glasserimages.com>

**To:** [redacted]@fwbt.com>

**Cc:** [redacted]

**Subject:** External: NDDF and Glasser Images

**Date:** Mon, 23 Mar 2020 14:40:38 -0500

**Importance:** Normal

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**Caution:** This email originated from an external source. If you suspect a potential phishing email, report it to [itsecurity@fwbt.com](mailto:itsecurity@fwbt.com)

Hello [redacted]

I just talked to [redacted] at the North Dakota Development Fund.

Due to our needs and lots of liquidity in the banking system, he suggested we visit with our local bank first as most should be really flexible and well capitalized.

Next, he suggested SBA, which we are pursuing. But again, this could take 3 to 4 weeks, time we do not have.

He said that NDDF could play a role. He suggested resubmitting an applications since they would need to do a new loan. Timeline is around 1 to 3 weeks. We will be doing this ASAP.

In the meantime, he suggested a bridge loan. I again ask, is this something we can do?

—  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

# Exhibit 17

08-2022-CV-969

**From:** Jack Glasser <jack@glasserimages.com>

**To:** [REDACTED]@weareamerican.com>

**Subject:** Re: American Bank Center Bank Balances and Assistance

**Date:** Mon, 23 Mar 2020 14:46:37 -0600

**Attachments:** Three\_Step\_Process\_SBA\_Disaster\_Loans.pdf; Resource\_Partner\_Handout.pdf

**Inline-Images:** Am+Div\_289\_cmyk\_ad75a5d0-e3f2-4971-b291-9eda9d3d6d45.png; WEB-013-0918Emailsignaturebar369x22.5\_b50fa929-cf34-4251-b7ce-56d41042dbd6.png

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Thanks for the info, [REDACTED]. Keep me posted on any balance issues.

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Mar 23, 2020, at 1:54 PM, [REDACTED]@weareamerican.com> wrote:

Hey Jack,

I hadn't seen anything as of yet so it must be transactions today that are causing it to go negative. As always, there will be limitations on what we will pay as far as overdrafts go.

That is good news on the booking side. This crazy stuff will go away at some point so always nice to be lining up jobs for when that happens.

Sorry to hear things haven't been going great at First Western. I think from our perspective, we certainly would need to know that there has been improvements in profitability and cash flow for us to consider looking at things again. A strong guarantor helps but we don't generally make a loan on that alone. If there hasn't been improvement there and you have the increased debt loan I think it would be challenging for us to get involved.

With that being said, there is an option for you to apply for assistance from the SBA since I am sure your bookings for this year could be delayed or canceled all together given the current circumstances. Maybe this has been shared with you already but could be a good option. Keep in mind that it is first come first serve so the sooner you can get your application in, the better. Info. below and attached.

Let me know if you have any questions. Thanks Jack.

SBA has approved Disaster Declaration #16366; North Dakota Disaster number ND-00080 as a statewide declaration for small business affected by Coronavirus (COVID-19). Effective date 1/31/2020.

**Businesses located in all counties in North Dakota can apply at <https://disasterloan.sba.gov/ela>.**

Here's key information you need to know:

BRAVERA001387

## **Who can apply?**

In order to be eligible, you must be a small business (500 employees or less).

- North Dakota small businesses affected by the disaster - common eligible businesses include: retailers, restaurants, recreational facilities, tourism-based businesses, manufacturers, owners of rental property, hotels, wholesalers, and many more.
- Private nonprofits
- Small agriculture cooperatives are eligible, but agricultural enterprises are not
- Small aquaculture businesses

## **How to Apply?**

While paper applications are accepted, filing electronically is easier, faster and more accurate. <https://disasterloan.sba.gov/ela>

## **How can the loan be used?**

The loans are for working capital which includes fixed debts, payroll, accounts payable, and other bills that can't be paid due to the disaster's impact. It does not cover lost sales.

## **How much can I apply for?**

You will not be asked how much you would like to borrow. The SBA uses the information you provide to determine the loan amount. Small businesses can receive a secured loan up to \$2 million, and an unsecured loan up to \$25,000.

## **Gather Your Materials**

- Business information
- Contact information and social security numbers for all applicants
- Employer Identification Number (EIN) for business applicants
- Insurance information
- Financial information (e.g. income, account balances and monthly expenses) - Know the total amounts and payments due for debts that will be paid over the next 10 months or longer (i.e. mortgages, student loans, credit cards, etc.)

## **Other key information:**

- Use Internet Explorer or Mozilla Firefox to apply.
- The 'Help Button' provides useful information for each page.
- Use the 'Save Button' frequently.
- Be patient and keep trying if you experience slow load times.

## **What's next? What should you expect?**

- You will receive email confirmation that your application has been submitted
- You will receive an email letting you know that your application is under review.
- BE PREPARED: You will be contacted by someone from the SBA
- Have your monthly expenses and financial projections ready (the [ND SBDC](#), [SCORE](#), and [ND WBC](#) can help with this!)

To help support our small business community, SBA has created a small business resource page dedicated to COVID-19 at [SBA.gov/Coronavirus](https://SBA.gov/Coronavirus). Here you will find CDC requirements for small businesses, how to access SBA loan products outside of EIDL and much, much more.



Additionally, SBA's North Dakota network of resource partners stand ready to assist small businesses across the state. These partners are seeing clients virtually to assist in minimizing impact exposure to COVID-19 and protect our small business communities.

- ND Small Business Development Center – [www.ndsbdc.org](http://www.ndsbdc.org)
- SCORE Mentors – [www.score.org](http://www.score.org)
- ND Women's Business Center – [www.ndwbc.com](http://www.ndwbc.com)
- ND Veteran Business Outreach Center - [www.und.edu/dakotasvbc](http://www.und.edu/dakotasvbc)

For additional information on disaster assistance, please contact the SBA disaster assistance customer service center at 1-800-659-2955 (TTY: 1-800-877-8339) or [disastercustomerservice@sba.gov](mailto:disastercustomerservice@sba.gov).

Visit [SBA.gov/disaster](http://SBA.gov/disaster) for more information.

*All of the SBA's programs and services are provided to the public on a nondiscriminatory basis.*



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American Bank Center

[WeAreAmerican.bank](http://WeAreAmerican.bank)

**From:** Jack Glasser [mailto:[jack@glasserimages.com](mailto:jack@glasserimages.com)]  
**Sent:** Monday, March 23, 2020 12:20 PM  
**To:** [redacted]@weareamerican.com>  
**Subject:** American Bank Center Bank Balances and Assistance

**CAUTION: The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.**



As you maybe are aware, checking dropped negative again today. We are working with First Western to inject more working capital ASAP.

Some good news - we have had 10 weddings bookings over the past couple days, which is great considering the circumstance. Leads have been consistent too. But we have certainly felt the effect of all of this which is compounded with past cash flow needs.

I may or may not have mentioned this to you in the past but everything with First Western was able to be done due to someone guaranteeing the loans.

To be honest and give you some insight, First Western has not been super helpful. Not to talk ill, but they keep kicking the can down the road. We have been talking consolidation and additional working capital for months prior to this. I will circle back to them as well, but I am not hopeful, regardless of the situation. We are actually looking at a different banking partner to help with our needs.

I have been a personal and business customer of American Bank Center's for over 10 years, since going full time with the business (technically having the business for over 15 years). Is there anything American Bank Center can do in light of this very unique situation we are all finding ourselves in?

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

## Disclaimer

**SECURITY NOTICE:** American Bank Center, American Trust Center and American Insurance Center will never ask you to send non-public private information through e-mail, such as your PIN, Social Security numbers, or account numbers. Please do not respond to any e-mail requesting this type of information.

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# Exhibit 18

08-2022-CV-969

**From:** Jack Glasser <jack@glasserimages.com>

**To:**

**Cc:**

**Subject:** Payroll

**Date:** Tue, 24 Mar 2020 14:41:29 -0500

**Importance:** Normal

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Hello everyone,

I didn't think I'd have to send this email and I am so incredibly sorry that I do. Unfortunately, I need to delay payroll until Friday.

We have taken a short-term hit due to the situation effecting all of us. This has effected cash flow and working capital, which we rely so heavily on. I have been working diligently on all solutions and am continuing to do so.

Here are a few of those:

- We work with two banks for working capital to bridge cash flow needs that come with the ebbs and flows of revenue coming in and expenses going out. One is working on moving funds immediately to shore things up. The other is working on a consolidation and capital injection package.
- We have an individual that has personally guaranteed/backed all previous financing (before all of this). He is continuing to do so. He has asked for nothing in return, which is quit remarkable. His support and pledge of collateral has helped in the past and continues to help moving forward.
- We are working to defer all possible expenses and payments (ie rent, utilities, lease payments, etc) to keep working capital and cash flow. Many are doing this and being very, very accommodating.
- We are looking to see what expenses can be eliminated or reduced.
- We are leveraging all possible business assets.
- We are leveraging all possible personal assets from me and Jace.
- We are continuing to keep focused on revenue to keep bringing as much in as possible.
- We are continuing to keep our marketing effort going in order to ensure continued inquiries to help drive revenue.
- We are applying for SBA Disaster funding, which is around 3 to 4 weeks out.
- We are Primary Sector Certified, which allows access to the North Dakota Development Fund. We applying for funding through the fund, which is around 1 to 2 weeks out.
- We are exploring all other programs through the Bank of North Dakota, the North Dakota Department of Commerce, and more.

- We will be deferring my and Jace's salaries for as long as needed.
- We are reaching out to individuals (mentors, etc) for any personal financing to help bridge any gaps.

I am so very sorry I didn't send this sooner. I was certain we'd have a specific solution by today, but that solution has been delayed a bit due to everything taking place.

This is especially emotional for me. This business is my baby. Over the past 15 years, there have been challenges, but nothing like this. And we were heading in the best direction yet. However, we will overcome. I care so deeply about each and everyone of you. You all mean the world to me. These are trying times for all and we are all in this together.

Again, we are only delaying until Friday. Solutions are in the works. And if any of you have any other ideas or solutions, I am all ears.

Thank you all.

—  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

# Exhibit 19

08-2022-CV-969



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Jack Glasser  
Glasser Images, LLC  
510 East Main Avenue, Suite 3A  
Bismarck, ND 58501

Crystal Kraft, Investigator  
Consumer Protection & Antitrust Division  
North Dakota Office of Attorney General  
Gateway Professional Center  
1050 E Interstate Avenue, Suite 200  
Bismarck, ND 58503-5574

RE: CPAT # 200143.001

July 21, 2020

Dear Ms. Kraft,

I received the copy of the consumer complaint submitted by [REDACTED] on July 12, 2020, and I write this letter in response per your instructions. Glasser Images, LLC is a North Dakota business that I founded nearly fifteen years ago with just a camera and my ambition. We now employ twenty-one full-time employees, five part-time employees, and work with other contractors who work as jobs arise, often more than our full-time employees. I am especially proud that, during COVID-19, I did not have to lay off a single employee, which is good because our business is nearly back to its normal levels.

In August 2019, Ms. [REDACTED] and her fiancée, [REDACTED], contacted Glasser Images to book a wedding in June, 2020. They paid the full amount, up front, for photography of a wedding and reception. As you know, in March of this year, both North Dakota and Minnesota shut down most public venues to prevent the spread of COVID-19. As a result, Ms. [REDACTED] and Mr. [REDACTED] downsized their wedding to a backyard ceremony in Fargo. Glasser Images covered the downsized wedding ceremony and planned, at the clients' request, to photograph a reception in September 2020.

In July 2020, Ms. [REDACTED] emailed my client relations team to cancel the September reception and ask for a refund. My team and I separately explained the policy and offered a credit for future services. On July 12, the same date as Ms. [REDACTED] complaint, I pointed out the portion of the contract explaining the no-refund policy and reminded her of the credit. I have attached a cleaner print-out of this exchange, which is partially included in the complaint, for your reference. I have also attached a copy of the July 12, 2020 review Ms. [REDACTED] posted on Google, which I believe does not fairly reflect the full situation.

Glasser Images has a policy not to refund amounts paid in advance of a wedding when the clients request cancellation. While I understand this may seem ruthless at first, it is important to understand the context of the wedding photography industry. In the fifteen years I have worked in this business, I have encountered all kinds of situations and people. Weddings involve high emotions and

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sometimes a lot of drama. The summer/fall wedding season is especially busy, and we are often booked for desirable dates more than a year in advance. As a result, we unfortunately have to turn away customers because the date is already booked, even twelve or sometimes eighteen months before the date.

I strive to treat my employees and contractors very well. They are good enough to take their skills anywhere in the country. If I had to repeatedly tell them I couldn't pay for this month because clients canceled at the last minute, they would head for greener pastures in a heartbeat. After all, they need to pay for food and housing too. Glasser Images provides them the consistency of a paycheck and support staff to work with clients so that the photographers, videographers, and editors can focus on their craft. This model has led to great results for my company, artistically and professionally.

Glasser Images also treats its customers well. We provide a number of payment options, from up-front discounts to installments, so that everyone can afford to get the best durable memories of their wedding. We understand scheduling difficulties and, though we can't guarantee availability, can often arrange for alternate dates or adjust the number of staff required at a given event. We have seven dedicated employees who handle client relations to make sure our customers feel heard and taken care of.

All this leads to the unfortunate case of Ms. [ ] and Mr. [ ]. We sent them our standard contract, with their details filled in, over email on August 28, 2019. Ms. [ ] signed that afternoon. The contract is produced through ShootQ, an online service we use to manage clients and accounts. I have attached a copy of the contract, which reflects addendums for rescheduling as well. The second page of the contract contains Glasser Images' standard cancellation clause, which I have copied below for your convenience:

### *3. Cancellation, Postponement, Rescheduling, and Right of Withdrawal*

*If Client should cancel the event for any reason, the retainer and other payments will not be refunded and Photographer shall have no further liability with respect to this contract. If Client has not paid a one-third retainer upon cancelation, the retainer will be due in full immediately upon cancelation. If canceling this contract Client must notify Photographer in writing. To consider a date change or rescheduling, Photographer must first receive a written release of the current contracted date, which will null and void this written contract. If Client needs to change the event date, all monies paid will transfer to the new date per a newly written and signed contract if that date is available for Photographer. The new date must be within six months of the original date or the new contract will be subject to Photographer's current rates. If the new date is unavailable with Photographer for whatever reason, the contract will be cancelled and the retainer and other payments will not be refunded.*

*Right of Withdrawal: Photographer's discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should Photographer initiate the withdrawal, all fees will be returned, excluding deposit as well as fair market value for all services/products already provided.*

Glasser Images sent Ms. [ ] two invoices, dated September 16, 2019, and November 13, 2019, attached with this letter. The September invoice (SQ1610710) reflects Ms. [ ] original package, which included only photography, while the November invoice (SQ1625931) reflects the inclusion of videography. Both of these invoices noted, "Payment on this invoice is non-refundable."



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In total, the clients paid \$2,856.15. Because they downsized the wedding to only three hours of photography on June 13, 2020, the September 12, 2020 reception was scheduled to use the remaining balance. Ms. [ ] and Mr. [ ] have a standing \$1,796.15 credit with Glasser Images as a result. I would like to note that scheduling (and rescheduling) their wedding was exceptionally time-consuming. In addition to multiple phone calls and text messages, my client relations specialist sent and received over 100 emails with Ms. [ ]

Glasser Images adheres to a no-refund policy to ensure clients follow through with their side of the contract. As previously stated, we need to schedule well in advance to guarantee availability. We offer up-front discounts to encourage full payment in advance, which means I can reliably tell my employees that they will receive a paycheck. It also means I can invest in the best equipment and technology to serve my customers. Obtaining financing for a business that may have to suddenly return thousands of dollars on a moment's notice is difficult, to say the least.

The bottom line here is that Ms. [ ] signed a contract that clearly states no refunds will be offered. They chose to pay up front knowing those terms. We photographed their wedding ceremony and looked forward to capturing memories of their reception. When they canceled the reception, we offered them a credit for the full amount in the event they decide to reschedule, and that offer still stands. We are, of course, disappointed not to handle the reception. We understand that everyone is frustrated with the COVID situation. However, social distancing measures will not last forever. Ms. [ ] and Mr. [ ] may reschedule their reception for the future, and Glasser Images will make every effort to meet their needs, applying the credit they have.

Please let me know if you need any further information or have additional questions to better understand the situation.

Thank you,



Jack Glasser

# Exhibit 20

08-2022-CV-969

**From:** Jack Glasser <jack@glasserimages.com>

**To:** '[redacted]@weareamerican.com>

**Subject:** Re: American Bank Center Account Balances

**Date:** Fri, 3 Apr 2020 17:23:17 -0500

**Inline-Images:** Am+Div\_289\_cmyk\_ad75a5d0-e3f2-4971-b291-9eda9d3d6d45.png; WEB-013-0918Emailsignaturebar369x22.5\_b50fa929-cf34-4251-b7ce-56d41042dbd6.png

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We will get joint positive ASAP.

Business should be fine. Right now, it's -\$2964.28, we have \$3797.50 in client credit card payments that will deposit Monday and around \$500 in checks that we are doing a night deposit with today.

Please let me know if we have an issue Monday before returning anything and we will get it taken care of somehow right away. There shouldn't be anything coming out on Monday as anything attempted has declined and we are deferring as much as we can (which is most). Also, that \$10,000 advance from the EIDL should hit too. I am surprised it hasn't yet.

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Apr 3, 2020, at 8:22 AM, [redacted]@weareamerican.com> wrote:

Hey Jack,

No we can't reverse those once they have been done. It will be sent back to the bank and they will either try and re-run the check or return it to their customer. Thanks Jack!



American Bank Center

**WeAreAmerican.bank**

---

**From:** Jack Glasser [<mailto:jack@glasserimages.com>]  
**Sent:** Friday, April 3, 2020 8:19 AM

BRAVERA001413

To: [redacted]@weareamerican.com>

**Subject:** Re: American Bank Center Account Balances

**CAUTION: The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.**

---

For joint, what happens when the check is returned? Is there any way to reverse that for a couple more days?

--

**Jack Glasser**

Founder | Glasser Images

[glasserimages.com](http://glasserimages.com)

On Apr 3, 2020, at 8:13 AM, [redacted]@weareamerican.com> wrote:

Hey Jack,

Your \$4k deposit came in to cover some of it. I paid what is out there today but you are at nearly \$3k overdrawn. I won't be able to go any further next week. I certainly understand these are tough times, we still have procedures to avoid lending out large dollars on basically unsecured overdraft debt. You are okay for today but be sure you are prepping for what is next if you are unable to get some of your funds by Monday and debits continue. Thanks Jack!

<Am+Div\_289\_cmyk\_ad75a5d0-e3f2-4971-b291-9eda9d3d6d45.png>

**From:** Jack Glasser [mailto:[jack@glasserimages.com](mailto:jack@glasserimages.com)]

**Sent:** Thursday, April 2, 2020 5:28 PM

**To:** [redacted]@weareamerican.com>

**Subject:** Re: American Bank Center Account Balances

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---

These are very tough times.

For joint, what happens when the check is returned? Is there any way to reverse that for a couple more days?

For business, the \$10,000 advance from the SBA Disaster Loan is coming. I am assuming that should hit the account yet this week since we applied 3 days ago and the estimated time for that to be deposited directly was 2 to 3 days. Also, we have around \$4,000 in credit card payments from clients that will deposit tomorrow morning. We should have more client payments/deposits over the weekend, including over \$1,200 in auto bills to our clients. Right now, we have over \$13,000 in past dues from clients. With all of that in mind, can you hold off on sending any checks back?

--

**Jack Glasser**

BRAVERA001414

On Apr 2, 2020, at 4:49 PM, [REDACTED]@weareamerican.com> wrote:

Hey Jack,

Sorry to hear of the troubles. I am sure it is tough to make ends meet given the situation. I am probably at the end of the rope on ODs right now, so without deposits to cover items coming through we will probably have to start returning items on the business side. As far as the joint checking goes, it does appear that those items have been returned.

It sounds like you have a lot out on the table and have taken some good steps. In the meantime I can pay to around the level we are at on the business side but that will probably be as far as we can go on it. Hopefully some of these options start to come through.

Keep in mind that if you can't wait any longer for relief that your employees can apply for unemployment if they are laid off. So that can be an option for you too.

Thank Jack.

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---

[REDACTED] both Glasser Images business checking and personal joint checking accounts are negative. We should have more getting deposited into Glasser Images by tomorrow. Joint is negative since we have held onto our paychecks for now.

See attached for 2 ODs on joint. What does this mean? Will the checks be returned?

Just so you are aware:

- I have been working diligently on all solutions and am continuing to do so.
- As you know, we had cash flow issues before due to our growth and business model. And now they are beginning to become an issue again due to lack of cash coming in.
- We are working with 2 banks on bridge loans, working capital, and the SBA PPP
- We have applied for the SBA Disaster Loan and the immediate \$10,000 advance. I am hoping that the advance hits the account in the next day or so. The loan would be a couple weeks out from what I understand.
- The North Dakota Opportunity Fund is looking at doing a \$50,000 loan. This wouldn't happen until early next week.
- We applied for a \$10,000 to \$50,000 grant through "Alice" (<https://helloalice.com> and <https://www.covid19businesscenter.com>). Still waiting on more information since the application has been submitted.
- We applied for a grant through a wedding association. Should know more on that within the next 30 days.
- We are working with vendors to delay monthly bills and automatic payments. (ie rent, leases, utilities, etc)
- We are reducing expenses.
- We have even started to reach out to some individuals for personal short-term loans to get us through the next couple weeks until some of these things finalize and kick in. Many are not in the

position to do so with everything going on.

--

**Jack Glasser**

Founder | Glasser Images

[glasserimages.com](http://glasserimages.com)

<image003.png>

<image004.png>

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<image001.png>

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# Exhibit 21

08-2022-CV-969



**From:** Jack Glasser <jack@glasserimages.com>

**To:** [redacted]@fwbt.com>

**Subject:** Re: External: CRP Program

**Date:** Fri, 1 May 2020 10:22:29 -0500

**Importance:** Normal

**Inline-Images:** NewSignatureTest\_f25b5425-6f6a-4293-858c-872b319dcc09.jpg; image002.png; image004.jpg

---

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That application link isn't working. Do you have the PDF that I could take a peek at?

Yes, the PPP has helped but I am still concerned about continued cash flow and stabilization. Isn't the point of the program to help provide low cost and long-term working capital to provide cash flow to help re-start businesses for those impacted by COVID-19, which we have been?

—  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Apr 29, 2020, at 11:20 AM, [redacted]@fwbt.com> wrote:

That is NOT the finalized application. The link below is:

<https://bnd.nd.gov/pdf/cprp-application.pdf>

With that being said, I do not know what [redacted] capacity is in a non-liquidation scenario as all I have from him is his agency account balances. I have not seen tax returns or a personal statement to know how his cash flow is. They are intending for the business to cash flow the debt not the guarantors. So I really can't answer that question. Even if this is OK I am not sure I can get this approved.

Shouldn't the PPP loan taken care of what needs you would have? Adding additional debt, regardless of the terms is not going to help the business cash flow as it is a struggle at best currently.

Is there a time we can have a phone call and discuss, I would prefer to discuss this way.

[redacted]  
First Western Bank & Trust  
304 East Front Avenue  
Bismarck, North Dakota 58504  
Phone: [redacted]  
[redacted]  
[firstwestern.bank](http://firstwestern.bank)



---

**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>

**Sent:** Wednesday, April 29, 2020 10:56 AM

**To:** @fwbt.com>

**Subject:** Re: External: CRP Program

But see attached - question 2c ("along with guarantors"). With  that capacity is there, yes?

--  
**Jack Glasser**

Founder | Glasser Images

[glasserimages.com](http://glasserimages.com)

**COVID-19 PACE Recovery Program (CPRP)**

**INSTRUCTIONS:**

If BND CPRP Loan Amount is \$1,000,000 or less, please send completed application to [BND-CPRPLoan@bnd.gov](mailto:BND-CPRPLoan@bnd.gov).  
If BND CPRP Loan Amount is over \$1,000,000, please send completed application to your BND Business Banker.  
Upon review and approval, Bank of North Dakota will issue a commitment letter, via email, to the Account Officer listed on this application. Funding instructions will be outlined on the commitment letter. Program information can be found [here](#). Loan applications must be received by November 30, 2020.

\*If BND CPRP Loan Amount is \$1,000,000 or less, the Originating Lender's approved Credit Presentation is the only document required.

If BND CPRP Loan Amount is greater than \$1,000,000, the Originating Lender shall Submit the following documentation with the request, if applicable:

- Originating Lender Approved Credit Presentation\*
- Business Plan
- Borrower History
- Cash Flow Projections
- Current & Three Year Financial Statements
- Three Year Tax Returns
- Guarantor Current & Three Year Financial Statements
- Guarantor Three Year Tax Returns
- Credit Bureau Report(s)
- Appraisal(s)
- Current Lien Search
- Flood Determination

**GENERAL ELIGIBILITY**

<i>If No, the loan cannot be approved.</i>	YES	NO
1. Did the Borrower incur economic injury as a result of the COVID-19 pandemic?		
2. As of March 12, 2020, the borrower:		
a. Had a physical presence in North Dakota		
b. Was current on financial obligations		
c. Along with any guarantors, showed the capacity or historical ability to service debt		
3. Has the Approver(s) confirmed the proceeds will be used for eligible purposes?		

**MAXIMUM LOAN AMOUNT**

2019 Operating Expenses (incl. Depr. & Interest)	2020 Operating Expenses	Interest	Maximum CPRP Loan Amount

**MARIJUANA-RELATED BUSINESS**

<i>If Yes, the loan cannot be approved.</i>	YES	NO
1. Will loan proceeds be used for any marijuana related business activities?		
2. Does the borrower, or partner with at least 20% ownership, or a guarantor generate revenue from marijuana related business activities?		

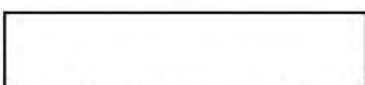
On Apr 29, 2020, at 10:51 AM, [redacted]@fwbt.com> wrote:

Jack,

The application does not state this. Please see bullet point #2 under the eligibility paragraph on the link below.  
<https://bnd.nd.gov/pdf/COVID-19-PACE-Recovery-Program-Fact-Sheet.pdf>

As I said before, the business was not spinning off enough cash to make its debt payments prior to this event. BND requires that for this program.

If you want to discuss, let me know if a time.



First Western Bank & Trust  
304 East Front Avenue  
Bismarck, North Dakota 58504

Phone: [redacted]  
[redacted]  
[firstwestern.bank](http://firstwestern.bank)



**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>

**Sent:** Wednesday, April 29, 2020 10:40 AM

**To:** [redacted]@fwbt.com>

**Subject:** Re: External: CRP Program

Hey [redacted]! Following up on this. The application states \*along with guarantors, has capacity to service debt\*, yes? Have you started doing any applications with BND?

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Apr 28, 2020, at 9:30 PM, Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)> wrote:  
But the application states \*along with guarantors, has capacity to service debt\*, yes?

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

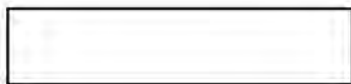
On Apr 28, 2020, at 7:44 PM, [redacted]@fwbt.com> wrote:

Jack

I was on this as well.

I would agree that this could work but there is one big issue. The business was not spinning off enough cash to make its debt payments prior to this event. BND requires that for this program.

If you want tomorrow we can discuss. Let me know if a time.



First Western Bank & Trust  
304 East Front Avenue  
Bismarck, North Dakota 58504

Phone: [redacted]  
[redacted]

[firstwestern.bank](http://firstwestern.bank)



**FIRST WESTERN**  
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---

On: 28 April 2020 19:35, "Jack Glasser" <[jack@glasserimages.com](mailto:jack@glasserimages.com)> wrote:

[redacted]

[redacted] our accountant, attended the BND webinar today.

I do think this would work for us, especially with [redacted] \$ guarantee on the existing debt.

Below are her screen shots and some annotated notes from the webinar.

As I am sure you know and can see below, it's meant to help provide low cost and long-term working capital to provide cash flow to help re-start businesses, which we need. It's for those impacted by COVID-19, which we have been. There is less underwriting if less than \$1,000,000, which it would be.

Based on the "General Eligibility" section on the draft application, we would be eligible. (Again, especially with [redacted] guarantee.)

Applications open tomorrow, Wednesday 4/29 at 8:00am.

Thoughts? What would you need from me? As we look to re-start and get back to full operations, the working capital to help with cash flow is needed.

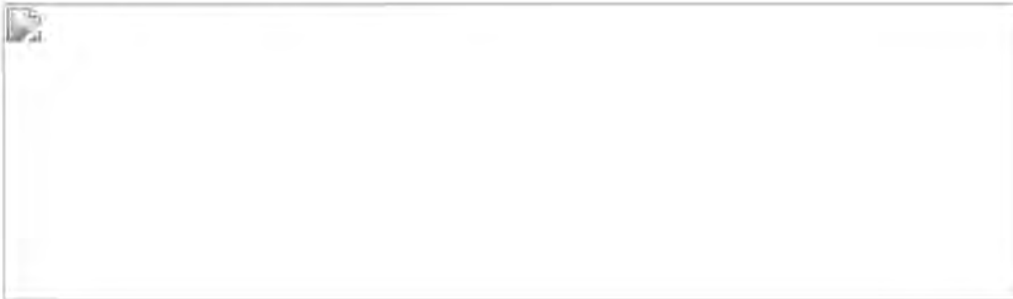
--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

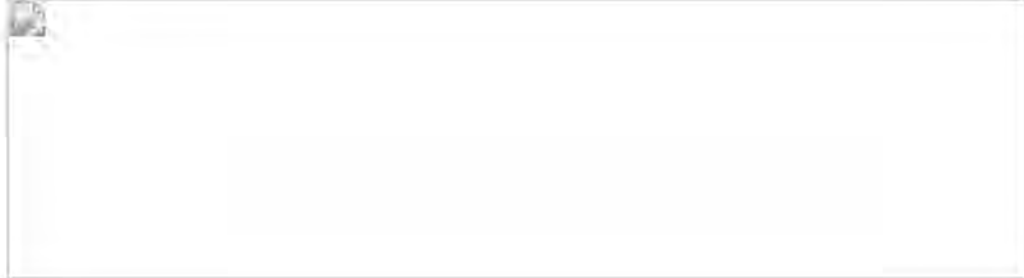
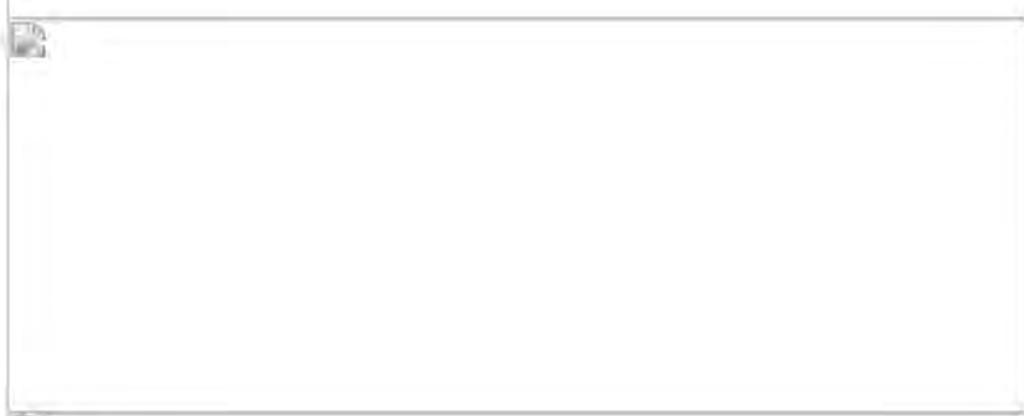
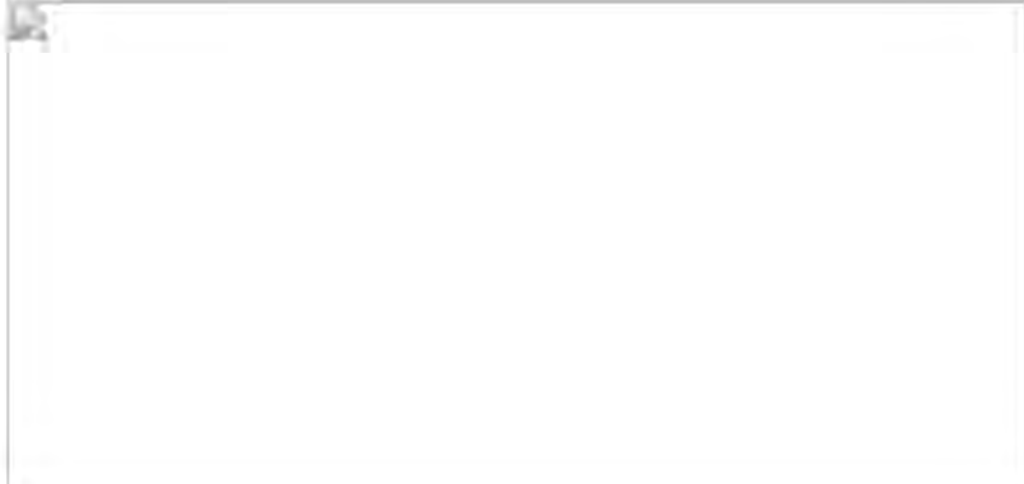
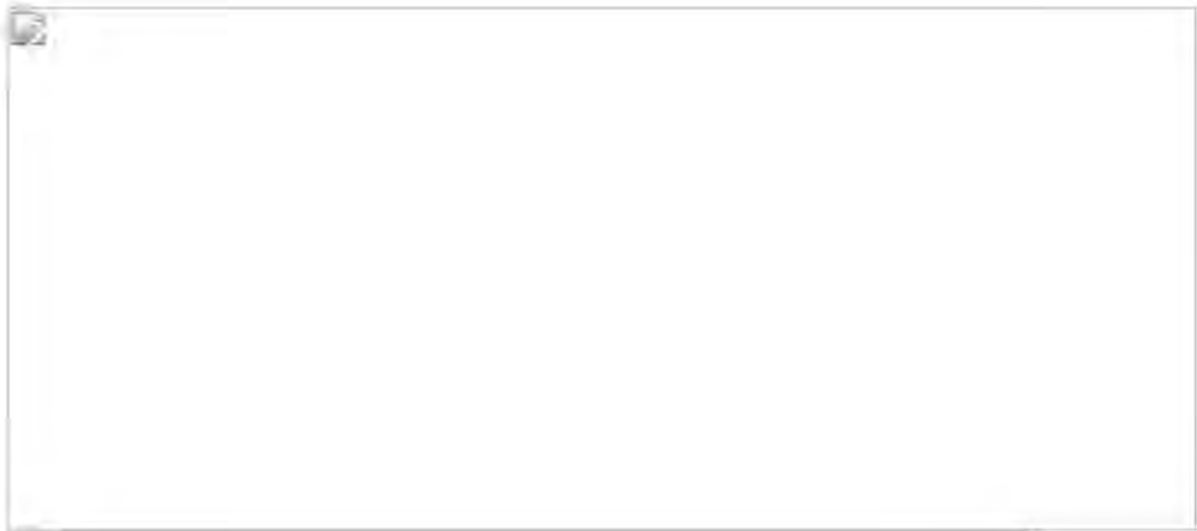
Begin forwarded message:

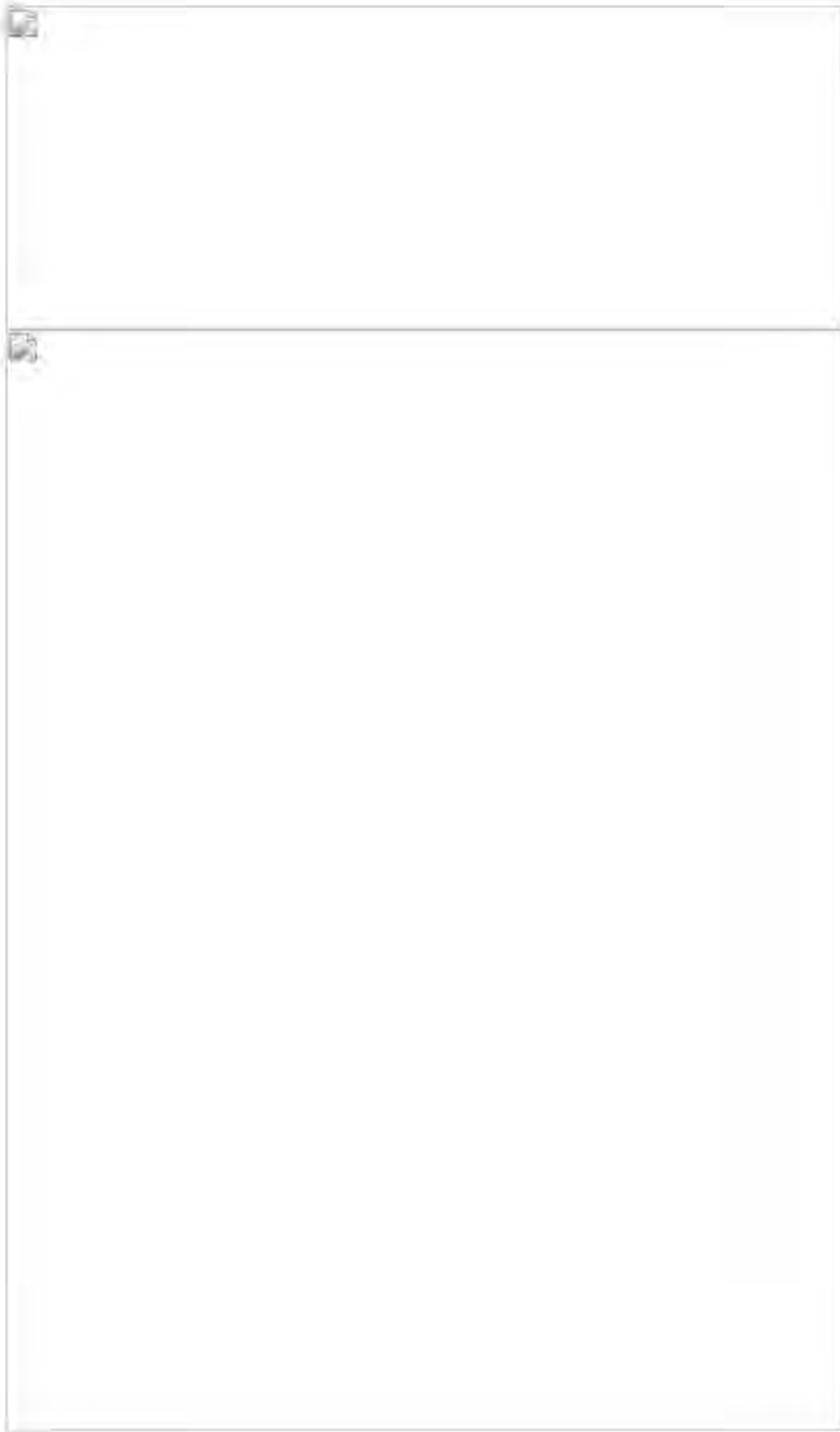
**From** [redacted]@[glasserimages.com](mailto:glasserimages.com)>  
**Subject:Re: COVID-19 Relief Update - April 28 Confirmation**  
**Date:**April 28, 2020 at 12:24:56 PM CDT  
**To:**Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>

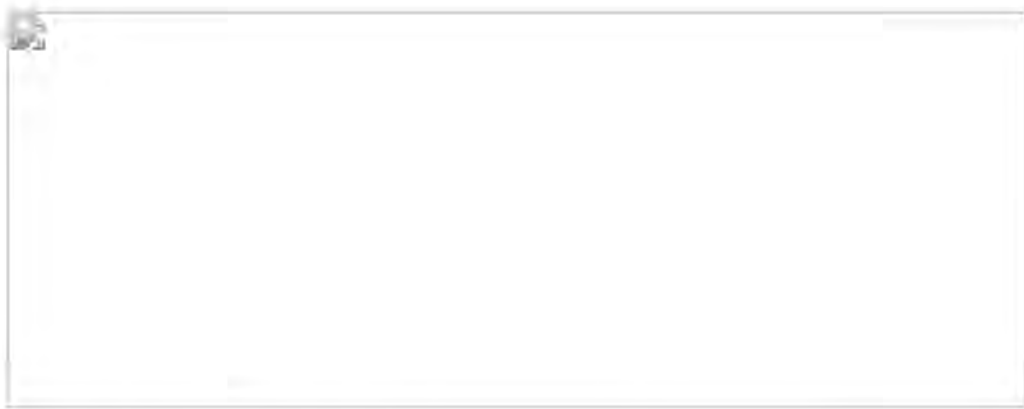
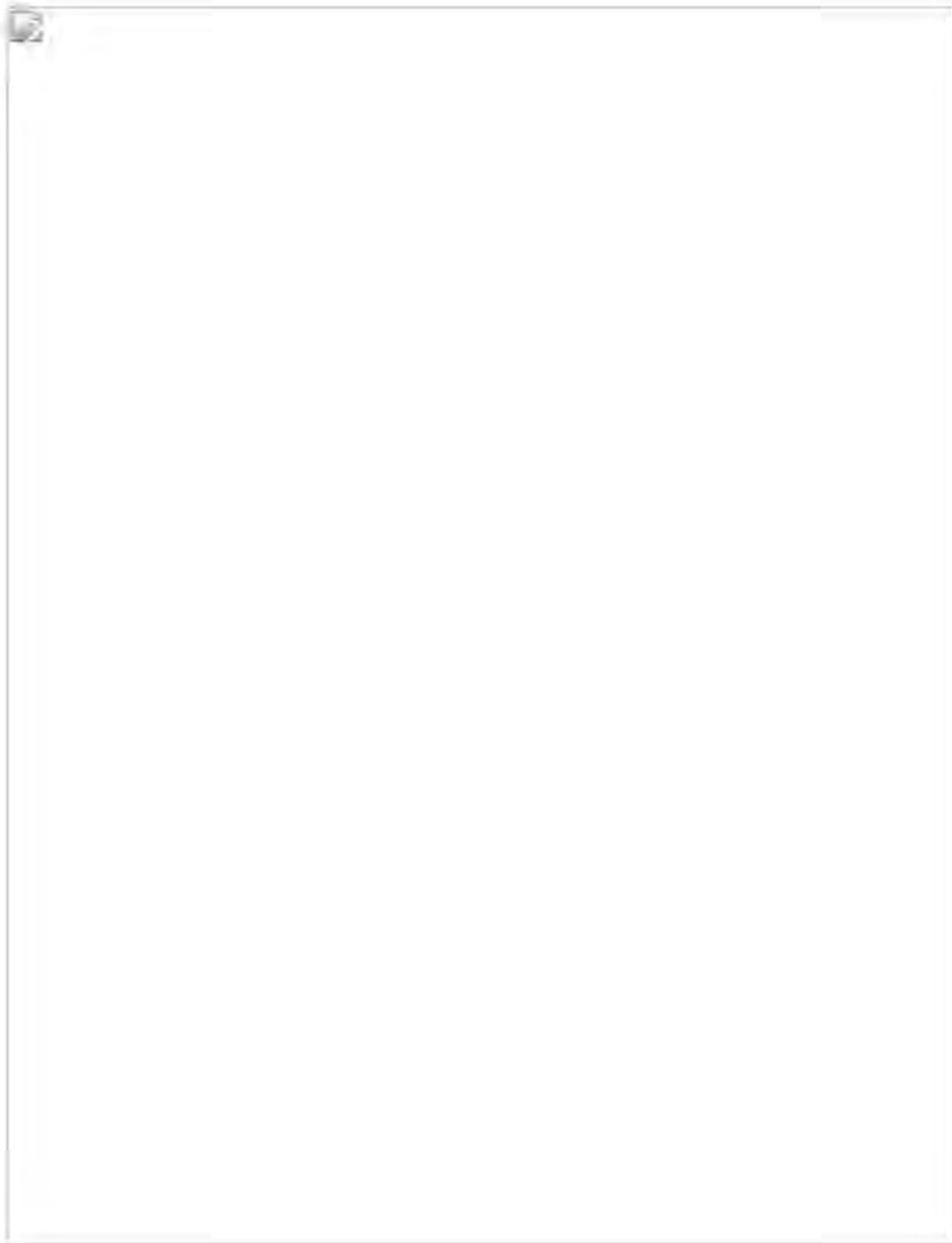
Here are some slides with a few notes from this.

--  
[redacted]  
Client Consultant and Accountant  
Glasser Images  
[701-250-2190](tel:701-250-2190)  
[Website](#) | [Facebook](#) | [Instagram](#)









On Apr 27, 2020, at 4:37 PM, @glasserimages.com> wrote:

I am registered for this.



Client Consultant and Accountant  
Glasser Images  
701-250-2190  
[Website](#) | [Facebook](#) | [Instagram](#)

Begin forwarded message:

**From:** "Bank of North Dakota" <[customer care@gotowebinar.com](mailto:customer care@gotowebinar.com)>  
**Subject:** COVID-19 Relief Update - April 28 Confirmation  
**Date:** April 27, 2020 at 4:37:13 PM CDT  
**To:** @glasserimages.com  
**Reply-To:** [bnd@nd.gov](mailto:bnd@nd.gov)



Thank you for registering for "COVID-19 Relief Update - April 28".  
Join us for Your Direct Line with Eric Hardmeyer and Todd Steinwand. They will be explaining the new loan programs designed to assist businesses with recovery and stabilization in the months ahead.  
Please send your questions, comments and feedback to: [bnd@nd.gov](mailto:bnd@nd.gov)

## How To Join The Webinar

Tue, Apr 28, 2020 11:00 AM - 12:00 PM CDT

Add to Calendar: [Outlook® Calendar](#) | [Google Calendar™](#) | [iCal®](#)

**1. Click the link to join the webinar at the specified time and date:**

[Join Webinar](#)

*Note: This link should not be shared with others; it is unique to you.*

Before joining, be sure to [check system requirements](#) to avoid any connection issues.

**2. Choose one of the following audio options:**

TO USE YOUR COMPUTER'S AUDIO:

When the webinar begins, you will be connected to audio using your computer's microphone and speakers (VoIP). A headset is recommended.

--OR--

TO USE YOUR TELEPHONE:

If you prefer to use your phone, you must select "Use Telephone" after joining the webinar and call in using the numbers below.

United States: [+1 \(213\) 929-4212](tel:+12139294212)

[Access Code: 451-273-571](tel:+1451273571)

Audio PIN: Shown after joining the webinar

Webinar ID: 258-861-491

## To Cancel this Registration

If you can't attend this webinar, you may [cancel your registration](#) at any time.



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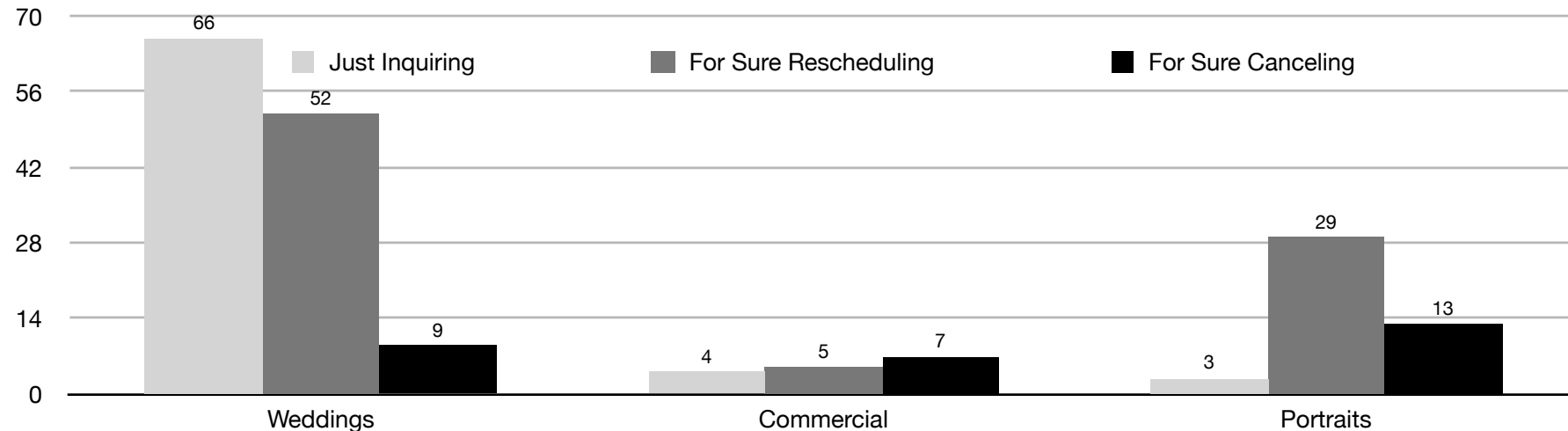
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# Exhibit 22

08-2022-CV-969

## Effects of COVID-19 on Glasser Images as of May 21, 2020

Category	Just Inquiring	For Sure Rescheduling	For Sure Canceling
Weddings	63	121	23
Commercial	5	4	9
Portraits	6	38	12



In total, we have 281 inquiries, reschedules, and cancellations. 37 are still active with 244 resolved. Around 70% of weddings in 2020 are rescheduling to later in 2020. If anyone reschedules, any downpayments or pre-payments are applied to the new date and any remaining balance is deferred. If anyone cancels, any downpayments or pre-payments are non-refundable but we provide any back as a credit and any remaining balance is lost.

So far, \$34,676 has been deferred due to reschedules, \$39,355 lost due to cancellations (a little over one-fourth of that is from one commercial project), and there are \$20,190 in unresolved inquiries that potentially could be deferred or lost depending on the client rescheduling or canceling. These numbers do not include any lost new business due to people not inquiring and booking. For March 2020, we are estimating lost new business to be around \$50,000 to \$75,000. For April 2020, we are estimating lost new business to be around \$80,000 to \$120,000. For May 2020, we are estimating lost new business to be around \$40,000 to \$80,000. **In total, this has resulted in a \$244,031 to \$369,221 impact. This has been offset by \$395,000 from the SBA PPP and SBA EIDL Programs.** We are confident that the economic effects from COVID-19 will have a short-term impact on Glasser Images as we are diversified, our industries are strong, and we do see leads and bookings continue to come in.

In addition, we are tracking client concerns and satisfaction on rescheduling and cancellation resolutions. 96% of all are very understanding and satisfactory, which is a great amount. We see this as an indicator of future support once this crisis is behind us.

# Exhibit 23

08-2022-CV-969

**From:** Jack Glasser <jack@glasserimages.com>

**To:** [redacted]@weareamerican.com>

**CC:** [redacted]@weareamerican.com>

**Subject:** Re: Glasser Images American Bank Center Visa Credit Card

**Date:** Fri, 7 Aug 2020 11:25:28 -0500

**Inline-Images:** Am+Div\_289\_cmyk\_ad75a5d0-e3f2-4971-b291-9eda9d3d6d45.png; WEB-013-0918Emailsignaturebar369x22.5\_b50fa929-cf34-4251-b7ce-56d41042dbd6.png; image001.png; image003.png; image002.png

---

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---

Even though we'd basically be moving things from checking to the credit card? As you know, it would greatly help with weekly cash flow and prevent the issue we had this week.

--  
**Jack Glasser**  
Founder | Glasser Images  
glasserimages.com

On Aug 5, 2020, at 1:49 PM, [redacted]@weareamerican.com> wrote:

Hey Jack,

We would need to verify some sort of debt repayment which would be driven by profit and a positive Net Income. I am not sure how 2019 finished for you but through July, that was a pretty significant loss. Although 2020 has shown improvement, those numbers still wouldn't justify us issuing additional debt in the form of credit cards.

Profitability is key for you. You have always shown the ability to generate good revenues. But it still looks like you have some work to do to control expenses to a point where you can become profitable. If you can work on that and get yourself profitable as well as start paying down that current credit card, that would help. Until then we won't be able to help you out with the cards. Thanks Jack!



American Bank Center

WeAreAmerican.bank



---

**From:** Jack Glasser [mailto:jack@glasserimages.com]  
**Sent:** Wednesday, August 5, 2020 12:40 PM  
**To:** [redacted]@weareamerican.com>  
**Cc:** [redacted]@weareamerican.com>  
**Subject:** Re: Glasser Images American Bank Center Visa Credit Card

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---



We are still running a loss but much less than last year. Are you needing to see profit or just an increase in profit? See the 2 attached P&Ls. Profit is up 39% for YTD and July 2020 VS 2019 is up 89%.

We would pay down this new card every month. It would just be a matter of moving things from debit cards to the new credit card, which would also help with weekly cash flow.

We could close the current card and set up automatic monthly payments to get that paid down (in a sense, term it out).

Thoughts?

--

**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Aug 5, 2020, at 11:32 AM, [redacted]@weareamerican.com> wrote:

Hey Jack,

Credit Cards are essentially unsecured debt to the bank. We would have to go through an approval process, just as we do with a loan. If profitability has improved from years past for Glasser Images it could be something that we could look at again. However, given the fact that we still have a credit card out there for you guys that we haven't seen revolve to \$0 on a regular basis it could be challenging to approve additional dollars knowing that one hasn't been paid down like we would like to see.

I think we have talked about it before, if you can show that you can start to pay your current card to \$0 every month and profitability is where it needs to be for us to look at approving, we definitely can take another look. I am not sure if where you have your current lending at would potentially be willing to issue credit cards but until we would see some improvement in the mentioned areas you would probably just have to continue to use your debit cards as you have.

Let me know if you have additional questions. Thanks Jack!



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American Bank Center

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WeAreAmerican.bank

**From:** Jack Glasser [mailto:jack@glasserimages.com]

**Sent:** Tuesday, June 23, 2020 2:51 PM

**To:** [redacted]@weareamerican.com>

**Cc:** [redacted]@glasserimages.com>; [redacted]@weareamerican.com>

**Subject:** Re: Glasser Images American Bank Center Visa Credit Card

**CAUTION: The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.**

Could we keep this card as is and do a new one with a higher limit that is paid off each month?

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Jun 23, 2020, at 2:16 PM, [redacted]@weareamerican.com> wrote:

Currently at this time, your balance is at \$9,324.47 and is pretty close to being maxed out with the \$10,000 credit line. If we were to look at opening up credit cards for all and increasing the credit line to that much, we would have to move you back over to a business type processing to where you are required to pay off all balances in full every month. We switched you over to a personal type processing so that it could generate a monthly payment to help you to be able pay the credit card off. the business officers would still need all of

BRAVERA001697



your financial info to look at to see if would even approve at \$80,000 but I am thinking at this time with your balance being as high as it is, that unfortunately it wouldn't be approved.

Thanks!

---

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---

All of the employees have American Bank Center debit cards right now. During the busy season, they run about \$60,000 per month through for expenses (travel, equipment rentals, supplies, etc). Maybe you can see this and/or get a more accurate picture on your side with the debit cards? We'd love to get credit cards, rather than debit cards, for all of the employees and have their names on them. It would make it SO much easier logistically and much more secure, as well. Due to the timing of people turning in their expense reports and us paying things off right away but charges still coming through, an \$80K limit would be ideal. I know that is a huge jump but we are paying things off right away and would continue to do so. And we are running them through the debit cards anyway. Would that be possible? Thanks!

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Jun 23, 2020, at 8:51 AM, [REDACTED]@weareamerican.com> wrote:

I can certainly send it into your business officer to see what they say. They have to approve all increases. What are you looking at increasing it to, you are currently at \$10,000.

---

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---

Sounds good!

Are we able to look at an increase? We've been using it more, paying off new charges right away, and making double monthly payments to chip away at that balance.

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Jun 23, 2020, at 8:44 AM, [REDACTED]@weareamerican.com> wrote:

No problem, thank you!!

Jack- what it looks like happened is the payment got applied to the master account [redacted] which is an internal account used but tellers have limited access to what they can see and don't work with the credit cards so thinking maybe they just got the two numbers mixed up. that is the only reason you received a statement on [redacted] since the payment got applied to there. no plastics are ever generated on this account and is used internally by myself or [redacted] when we set up business accounts or need to do increases. I will get the payment moved over.

Thanks!!

<Am+Div\_289\_cmyk\_ad75a5d0-e3f2-4971-b291-9eda9d3d6d45.png>

<WEB-013-0918Emailsignaturebar369x22.5\_b50fa929-cf34-4251-b7ce-56d41042dbd6.png>

**From:** [redacted]

**Sent:** Tuesday, June 23, 2020 8:40 AM

**To:** [redacted]@weareamerican.com>; 'Jack Glasser' <jack@glasserimages.com>; [redacted]  
[redacted]@glasserimages.com>

**Subject:** FW: Glasser Images American Bank Center Visa Credit Card

I apologize, I thought I had attached his statements he sent.

Here you go [redacted]!

<image001.png>



<image002.png>

**From:** Jack Glasser [mailto:jack@glasserimages.com]

**Sent:** Monday, June 22, 2020 5:19 PM

**To:** [redacted]@weareamerican.com>; [redacted]@weareamerican.com>; [redacted]  
[redacted]@weareamerican.com>

**Cc:** [redacted]@glasserimages.com>

**Subject:** Re: Glasser Images American Bank Center Visa Credit Card

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And maybe you are not the ones to email! If not, please put me in touch with who we should chat with. Thanks!

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Jun 22, 2020, at 5:16 PM, Jack Glasser <jack@glasserimages.com> wrote:

Hello!

[ ] is the account we have had for many years.

We also got a statement for [ ] but do not have an account or card for [ ] unless it is new?

See attached.

The \$42.73 should have been applied for [ ] instead of [ ] Everything else on [ ] is correct.

--

**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

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# Exhibit 24

08-2022-CV-969

**From:** Jack Glasser <jack@glasserimages.com>

**To:** [redacted]@fwbt.com>

**Subject:** Re: External: First Western

**Date:** Thu, 3 Sep 2020 11:57:10 -0500

**Importance:** Normal

**Inline-Images:** NewSignatureTest\_f25b5425-6f6a-4293-858c-872b319dcc09.jpg

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I hope you are feeling okay.

What if we get more collateral?

\$1,600,000 would make the risk less since repayment to the bank would be easier - that doesn't make a difference? I understand the collateral position, but you have to understand our cashflow position.

What about the BND Business Development Loan Program (to restructure debt within a bank)?

And what about the plan to turn everyone over to subcontracting to save over \$500K per year?

I need you to help me get through this. We need to be partners in this and work together.

—  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Sep 3, 2020, at 11:26 AM, [redacted]@fwbt.com> wrote:

Jack,  
Before I give you my response I wanted to let you know I did not get to go back to committee today as I have been in quarantine since Tuesday.  
August looks like it was a good month. This is great news.  
Despite this, the bank will not be advancing any additional funds. The bank is at significant risk if things do not work as our collateral position is short by a significant margin. I would recommend making smaller payments on the credit cards until cash flow improves to try to help. I understand that is not much but it will help because the business will have to start principal and interest payments on the bank's debt soon.  
The \$400,000 you reference is a significant amount based upon the \$1,200,000 already out. It is more than 30% of what is already out.



First Western Bank & Trust

304 East Front Avenue  
Bismarck, North Dakota 58504  
Phone: [REDACTED]

[REDACTED]  
[firstwestern.bank](http://firstwestern.bank)



---

**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>  
**Sent:** Wednesday, September 2, 2020 1:58 PM  
**To:** [REDACTED]@fwbt.com>  
**Subject:** External: First Western

[REDACTED]  
As you saw, we had a good profit for August. But we continue to have problems with cash, especially with this being peak season.

I know you are taking the \$1,200,000 consolidation of just the First Western loans to the committee. But that will not do us any good. That will not be enough. We need the \$1,600,000. We need this to happen. The credit cards and PayPal are sucking all the cash out of the business.

What's \$400,000 when we already have \$1,200,000, when the additional will help leaps and bounds? And especially with [REDACTED] as a strong and solid guarantor.

We need help from the bank that already has our current debt.

The additional capital will increase the likelihood of payback. Without it, we cannot survive.

First Western is successful when we are successful.

And I will do anything the bank needs me to do. Whatever terms would be required, I would agreed to them. This is a matter of survival for the company.

Once we get through October, the peek of wedding season will be over. At the time, I will immediately change all photographers and videographers to subcontracting. I did a deep dive into the effect of this (savings + their continued cost as subcontractors) and it saves the company \$523,000 per year. That is huge and will have an immediate impact.

Can we do the \$1,600,000?

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

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FWBT000621

# Exhibit 25

08-2022-CV-969



**From:** Jack Glasser <jack@glasserimages.com>

**To:** [redacted]@hagakommer.com>

**Cc:** [redacted]@hagakommer.com>

**Subject:** Land Opportunity

**Date:** Wed, 24 Jun 2020 12:36:51 -0500

**Attachments:** Numbers\_(as\_of\_June\_23,\_2020).pdf

---

[redacted] per our phone conversation, see attached. As you mentioned, feel free to fill [redacted] in and circle back to me or, [redacted], if you would like to chat further, feel free to give me a call or let me know when works best for me to call you. Thanks!

—  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

Amounts as of June 23, 2020

<b>Accounts Payable</b>	\$54,830.02
<b>Credit Cards</b>	\$27,276.26
<b>FWBT</b>	\$1,186,922.80
<b>PayPal (and subsidiary, Fora)</b>	\$231,435.52
<b>CIT (short-term equipment lease/ loan)</b>	\$16,634.52
<b>Loan to Parents</b>	\$28,907.23
<b>SUBTOTAL</b>	\$1,546,006.35
<b>Land Downpayment and/or Working Capital</b>	\$150,000.00
<b>TOTAL</b>	\$1,696,006.35

Current

	Loan Principal	Annual Percentage Rate	Length in Months	Monthly Payment
<b>Accounts Payable</b>	\$54,830	0.00%	6	\$9,138
<b>Credit Cards</b>	\$27,276	20.00%	12	\$2,527
<b>FWBT</b>	\$1,186,923	5.00%	60	\$22,399
<b>PayPal (and subsidiary, Fora)</b>	\$231,436	20.00%	12	\$21,439
<b>CIT (short-term equipment lease/ loan)</b>	\$16,635	20.00%	12	\$1,541
<b>Loan to Parents</b>	\$28,907	0.00%	0	\$0
<b>TOTALS</b>	<b>\$1,546,006</b>			<b>\$57,044</b>

Consolidation with Land

	Loan Principal	Annual Percentage Rate	Length in Months	Monthly Payment
<b>FWBT</b>	\$1,700,000	4.00%	240	\$10,302
<b>Land</b>	\$750,000	4.00%	96	\$9,142
<b>TOTALS</b>	<b>\$2,450,000</b>			<b>\$19,444</b>

# Exhibit 26

08-2022-CV-969

**From:** Jack Glasser <jack@glasserimages.com>

**To:** [redacted]@hagakommer.com>

**Cc:** [redacted]@hagakommer.com>

**Subject:** Re: Land Opportunity

**Date:** Wed, 24 Jun 2020 18:22:20 -0500

---

Sounds good! Thanks [redacted]! I will let you know if I have any more questions and will probably circle back if things move forward just to confirm and clarify that we do everything correctly, especially with the payments.

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Jun 24, 2020, at 6:03 PM, [redacted]@hagakommer.com> wrote:

No that doesn't make a difference. You could put it in the business name you just have to be careful not to deduct any of those expenses and all of the loan payments would have to come out as personal draws.

Whether you put it in your name personally or both of your names is really more of a estate planning question should something happen to one of you.

You could put it in an new entity if you don't want people to know who the owners are, again you would just make sure not to deduct anything from a tax standpoint within that entity.

Sent from my iPhone

On Jun 24, 2020, at 5:59 PM, Jack Glasser <jack@glasserimages.com> wrote:

Yes, the land would be for personal use BUT it would be paid for with business cash flow - our salaries couldn't support the payments. Does that make a difference? Could I just do a loan to myself like I have been with any other personal expenses?

Any downside or upside for it being just me OR me and Jace? (Unless, with the question above, it now does make sense for it to be done through Glasser Images?)

What about from a privacy sake - if I didn't want people knowing we owned it. Would a separate company make sense then?

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Jun 24, 2020, at 2:30 PM, [redacted]@hagakommer.com> wrote:

Hi Jack,

Yes the land should build equity too, I just meant stretching out the other debt versus paying debt off quicker.

If I am understanding correctly this land is for personal use. If that is the case I would say you would be fine purchasing it either personally or with you and Jace. Since it is not a business use, purchasing in the company probably wouldn't make sense and you could start a separate LLC, but we usually only do that if it is income producing property and there is some legal and tax concerns for doing so.

Hope that helps... [redacted]

---

**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>

**Sent:** Wednesday, June 24, 2020 1:10 PM

**To:** [redacted]@hagakommer.com>

**Cc:** [redacted]@hagakommer.com>

**Subject:** Re: Land Opportunity

Hey [redacted]!

Thanks!

Wouldn't the purchase of the land build equity?

And once the land is paid off, I am sure we'd refinance the remaining bank debt.

Would you recommend myself personally purchasing, Jace and I purchasing personally and jointly, just Jace, Glasser Images, or a separate and new company that we create?

What would we need to consider for taxes? Property taxes on the land are only around \$50 per year.

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Jun 24, 2020, at 12:59 PM, [redacted]@hagakommer.com> wrote:

Hey Jack,

[redacted] got me up to speed and I looked through this. This consolidation would definitely free up cash flow and reduce some interest costs. If the bank is willing to do this, I don't see a downside to this other than it is stretching your debt out and not building equity, but if you can conserve cash you can usually add more to the principal as needed. Like I mentioned not a lot of down side other than you are financing some operating costs over 20 years which obviously not ideal but might be needed from a cash flow standpoint.

Let me know if there was anything more specific you wanted to walk through.

Thanks!

[redacted]

---

**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>  
**Sent:** Wednesday, June 24, 2020 12:37 PM  
**To:** [redacted]@hagakommer.com>  
**Cc:** [redacted]@hagakommer.com>  
**Subject:** Land Opportunity

[redacted], per our phone conversation, see attached. As you mentioned, feel free to fill [redacted] in and circle back to me or, [redacted] if you would like to chat further, feel free to give me a call or let me know when works best for me to call you. Thanks!

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

# Exhibit 27

08-2022-CV-969

**From:** Jack Glasser <jack@glasserimages.com>

**To:** [redacted]@fwbt.com>

**Subject:** Re: External: Plan to Cut Expenses

**Date:** Fri, 4 Sep 2020 10:32:08 -0500

**Importance:** Normal

**Inline-Images:** NewSignatureTest\_f25b5425-6f6a-4293-858c-872b319dcc09.jpg; image001.jpg

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Reversing that is what I am working on immediately. You are correct - that employee and advertising increase cannot continue. Due to the additional employees and advertising, we had anticipated an increase in commercial, which didn't happen. We need to move all photographers and videographers over to subcontractors and focus on weddings, which we are doing.

But in order to survive, we need a loan funds to bridge the short-fall in cash flow. We need working capital.

—  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Sep 4, 2020, at 10:28 AM, [redacted]@fwbt.com> wrote:

The business should not need loan funds to cash flow.

The issue with the increased payroll and advertising is it took over \$500,000 in payroll/advertising to have \$200,000 in more revenue in 2019. The goal should be to have that reversed.

[redacted]  
First Western Bank & Trust  
304 East Front Avenue  
Bismarck, North Dakota 58504  
Phone: [redacted]  
[redacted]  
[firstwestern.bank](http://firstwestern.bank)





**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>

**Sent:** Friday, September 4, 2020 10:17 AM

**To:** [redacted]@fwbt.com>

**Subject:** Re: External: Plan to Cut Expenses

Does the bank not understand that we will not cash flow without additional cash? We will run out of cash. We will not be able to operate.

Wages and advertising were up since it cleared helped revenue. See attached.

As you know, growing a company to profitability doesn't happen overnight.

--  
**Jack Glasser**

Founder | Glasser Images

[glasserimages.com](http://glasserimages.com)

On Sep 4, 2020, at 7:49 AM, [redacted]@fwbt.com> wrote:

This is helpful for showing how the debt on the books could cash flow going forward. However, this will not help with get nay new debt. The bank will just not do that.

In review the YE 2019 and comparing it to 2018, why were wages up over \$300,000 and advertising up over \$200,000?

[redacted]

First Western Bank & Trust  
304 East Front Avenue  
Bismarck, North Dakota 58504

Phone: [redacted]

[redacted]

[firstwestern.bank](http://firstwestern.bank)



**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>

**Sent:** Thursday, September 3, 2020 12:55 PM

**To:** [redacted]@fwbt.com>

**Subject:** External: Plan to Cut Expenses

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[redacted]

As I mentioned, we have a concrete plan on how to cut expenses. We are working through specifics of restructuring most employees.

See attached. (And let me know if you have any questions as it's a pretty in depth spreadsheet.)

Our top line would stay the same and continue to increase. Scaling with subcontractors is better than employees. It's just a matter of being more efficient and cost-effective.

For example, if you look at it from the standpoint of a 1 week period:

- A full-time photographer at a \$50K salary is getting paid about **\$960** per week shooting and/or editing (even if they have a wedding or if they don't have a wedding that week).
- A subcontractor paid \$30 per hour for shooting and \$16 per hour for editing (which is within averages), if shooting and editing a 6 hour wedding within the week, would get paid **\$372** (\$30 per hour at 6 hours for the wedding + \$16 per hour for 12 hours of editing the wedding...which is about what a 6 hour wedding would take to edit).

With the subcontractor, we are only paying them when they are working. Whereas, a full-timer on salary is getting paid no matter what - even when there is a week without a wedding. Yes, a full-time photographer can fill their time and do other things too (ie just editing, working on an internal marketing project, doing some headshots, etc), but this digs into margins. Subcontractors, as you can see, will actually increase margins. It isn't changing the business model and isn't effecting revenue - it's just changing/restructuring the compensation structure to be WAY more efficient.

Is this helpful in our discussions?

Again, let me know if you have any questions.

-

**Jack Glasser**

Founder | Glasser Images

[glasserimages.com](http://glasserimages.com)

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# Exhibit 28

08-2022-CV-969

**From:** Jack Glasser <jack@glasserimages.com>

**To:** [redacted]@fwbt.com>

**Subject:** External: Re: Cash position

**Date:** Tue, 15 Sep 2020 12:52:03 -0500

**Importance:** Normal

**Inline-Images:** NewSignatureTest\_f25b5425-6f6a-4293-858c-872b319dcc09.jpg

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As I have expressed immense concern in my previous emails, it is not good. We are just skirting by and barely keeping the checking account positive. We need working capital to survive until the full restructure is in place. Again, the restructure will save the company over \$500,000 per year by cutting employee and other related expenses. It will not have an impact on revenue. But we need to get there.

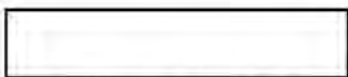
Do you have an immediate solution for the cash position?

I can meet Friday morning and/or any day before. What works best for you?

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Sep 15, 2020, at 12:04 PM, [redacted]@fwbt.com> wrote:

Jack,  
What is your cash position right now?  
Also, are you in Friday morning?



First Western Bank & Trust  
304 East Front Avenue  
Bismarck, North Dakota 58504

Phone: [redacted]



[firstwestern.bank](http://firstwestern.bank)



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# Exhibit 29

08-2022-CV-969

**From:** Jack Glasser <jack@glasserimages.com>

**To:** [redacted]@fwbt.com>

**Subject:** External: Re: Follow up

**Date:** Fri, 25 Sep 2020 11:33:56 -0500

**Importance:** Normal

**Inline-Images:** NewSignatureTest\_f25b5425-6f6a-4293-858c-872b319dcc09.jpg

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It's up but not up enough. Weddings are up and carrying the increase but commercial isn't, hence the continued losses and cash flow issues. Remember how much of a loss we had last year? I can send reports again, if needed to help illustrate that.

—  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Sep 25, 2020, at 11:30 AM, [redacted]@fwbt.com> wrote:

Jack

I have a follow question I walking to my car.

How is the revenue up every month when comparing this year with last year considering the effects that you say the pandemic has caused. I just want to make sure I understand this.

I will send out that list we discussed this afternoon.

[redacted]  
First Western Bank & Trust  
304 East Front Avenue  
Bismarck, North Dakota 58504  
Phone: [redacted]

[redacted]  
[firstwestern.bank](http://firstwestern.bank)



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# Exhibit 30

08-2022-CV-969

**From:** [redacted]@hagakommer.com>

**To:** "Jack Glasser" <jack@glasserimages.com>

**Subject:** RE: Cashflow Help

**Date:** Mon, 09 Nov 2020 17:42:52 -0000

**Importance:** Normal

---

Hey Jack,

Yes, I know it would be a difficult discussion but there are various types of ways to go and one is a reorganization within "bankruptcy" which would give you time to get some things worked out while keeping creditors from forcing things on you. I can't really give any advice on that process, I would suggest you get an initial consultation with a bankruptcy attorney and see what he suggests.

Thanks... [redacted]

---

**From:** Jack Glasser <jack@glasserimages.com>

**Sent:** Monday, November 9, 2020 11:35 AM

**To:** [redacted]@hagakommer.com>

**Subject:** Re: Cashflow Help

[redacted]

Thank you for your candid advice.

After being in business for 15 years, it certainly is not something I want to hear and will do everything I can to avoid it, but what does bankruptcy even look like? I have not looked into anything about it.

Obviously, cutting more expenses and increasing revenue would be the alternative solution, and we will continue to look at all we can do there.

—  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Nov 9, 2020, at 8:45 AM, [redacted]@hagakommer.com> wrote:

Hi Jack,

I spent some time going through this and I don't have any real good suggestions for you. There is just too much debt and not enough cash flow. Even with the projections you have if everything goes right you might be able to make your current payments but would not make any progress on payroll liabilities or AP. If I am reading everything correctly you have approximately \$300K a year of debt payments before AP/Payroll Liabilities and misc. So you need to make about \$400K per year just to keep your head above water before taking on any more debt. I just don't see any bank or investor willing to do anything because even with these projections you would not be able to pay them back.

I don't know what you have for collateral on these loans but it might be time to talk with a bankruptcy attorney about your options, I know that's not what you want to hear but I just don't see any way to get out from under this debt given the projections you have.

Let me know if you want to discuss it more.

[redacted]

---

**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>  
**Sent:** Friday, November 6, 2020 5:42 PM  
**To:** [redacted]@[hagakommer.com](mailto:hagakommer.com)>  
**Subject:** Re: Cashflow Help

Hello [redacted]

Again, thank you for the call this evening. Attached are numbers that should give more of an initial insight into our current situation and how things will look with the restructure.

I look forward to hearing more of your initial thoughts and any ideas.

Thank you,

--

**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Nov 6, 2020, at 2:52 PM, Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)> wrote:

Hi [redacted]

Would you be able to chat through this a bit today yet? If so, give me a call at my office at 701-250-2190.

Thank you!

--

**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Nov 4, 2020, at 10:39 AM, [redacted]@[hagakommer.com](mailto:hagakommer.com)> wrote:

Jack,

I think the main thing is that you have to be ready with the "story", to be able to show them financial numbers of/if you were profitable before COVID and what you have done since and projections for 2021 and beyond. I think personal loans right now are very hard unless there is a personal connection. Investors in this situation

are going to be looking for a 25% return on their money for the risk, so you have to be able to show that you can give them that kind of return.

If you want to bring in your financials, your staffing model, etc, I can sit down with you and take a look at where things are at and give some suggestions, but bottom line is you have to be able to turn a profit and do it quickly in order to convince anyone to invest or make a personal loan, so you are going to need historical numbers and projections.

Thanks.. [redacted]

---

**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>  
**Sent:** Wednesday, November 4, 2020 9:55 AM  
**To:** [redacted]@[hagakommer.com](mailto:hagakommer.com)>  
**Subject:** Re: Cashflow Help

Do you have any advice when it comes to approaching people for a personal loan or investment? We have done this in the past, but without success. Do you have any ideas of anyone specific who would be interested, able, and willing?

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Nov 4, 2020, at 9:53 AM, [redacted]@[hagakommer.com](mailto:hagakommer.com)> wrote:

Hi Jack,

I have not heard of anything new out there right now, we are seeing a lot of SELF loans through BND but you have to be 10 employees or fewer as of last March so you are too large for that. So as of right now, I do not see any new programs that have come out that would help, I think you are probably right that you need a personal loan or an investor at this point.

Thanks.. [redacted]

---

**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>  
**Sent:** Wednesday, November 4, 2020 9:21 AM  
**To:** [redacted]@[hagakommer.com](mailto:hagakommer.com)>  
**Subject:** Cashflow Help

[redacted] as you know, I moved forward with restructuring the company and laid off half our staff. This will save the company over \$500,000 per year without effecting revenues. Again, we do look at this as a very positive change as we pivot and restructure the company to become more efficient and mainly focus on weddings.

We are still immensely struggling with cash flow and will until the effects of the restructure are felt. In the super immediate short-term, a small cash injection is needed to shore things up. Our bank will not do any more. Do you have any other thoughts or ideas? I am to the point where I think a personal loan from someone would be the only option.

--  
**Jack Glasser**  
Founder | Glasser Images



# Exhibit 31

08-2022-CV-969

**From:** [redacted]@hagakommer.com>  
**To:** "Jack Glasser" <jack@glasserimages.com>  
**Subject:** RE: stipulations for next round of PPP [redacted]  
**Date:** Tue, 22 Dec 2020 01:38:33 -0000  
**Importance:** Normal

---

We got a summary from the American Banking Association.

**From:** Jack Glasser <jack@glasserimages.com>  
**Sent:** Monday, December 21, 2020 7:37 PM  
**To:** [redacted]@hagakommer.com>  
**Subject:** Re: stipulations for next round of PPP [redacted]

Certainly a doozy. Were did you hear about the revenue decline stipulation? I know there is a lot floating around about the bill as nothing is fully clarified yet.

—  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Dec 21, 2020, at 7:33 PM, [redacted] wrote:

Nothing more yet, the 9600 page document is supposed to be released tonight.

**From:** Jack Glasser <jack@glasserimages.com>  
**Sent:** Monday, December 21, 2020 7:31 PM  
**To:** [redacted]@hagakommer.com>  
**Subject:** stipulations for next round of PPP [redacted]

[redacted]

Per your other email, you mentioned that "A little more information came out on the next round of PPP loans, the businesses have to show a 25% decline in revenue from 2019 to 2020." Is that right from the bill? Are there more specifics to it?

We saw a decline in Q4, but I do not think that will not be enough to amass a 25% decline from year to year unless we'd be able to break it out by category (ie commercial VS weddings). It's tricky for us since we invested so much into getting things set up for commercial revenue expansion in 2018 and 2019, it didn't work in 2020 and we didn't have the extra revenue come in that we expected, we still had those expenses (especially since they were so intertwined with weddings), and had a huge loss for 2020 again (like we did in 2019) but saw stable revenue (especially with weddings). A lot of the revenue from weddings were pre-payments for 2021, but we have been accounting for pre-payments when they are paid and not deferring their recognition as revenue.

—  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)





# Exhibit 32

08-2022-CV-969

**From:** Jack Glasser <jack@glasserimages.com>

**To:** [redacted]@weareamerican.com>

**Subject:** Re: American Bank Center

**Date:** Thu, 25 Mar 2021 16:07:03 -0500

**Inline-Images:** Am+Div\_289\_cmyk\_ad75a5d0-e3f2-4971-b291-9eda9d3d6d45.png; WEB-013-0918Emailsignaturebar369x22.5\_b50fa929-cf34-4251-b7ce-56d41042dbd6.png; image001.png; image002.png

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---

We do have a very strong guarantor. Would that make any difference?

To give you a bit more insight into the picture, the PPP has helped with cash flow, as have the huge cuts of over \$800,000 per year (all finalized and fully done) we made with the restructure, but we are still in a similar debt service position (hence the desire to consolidate with better terms). While we are now profitable, a consolidation would allow us to cash flow perfectly, as we could consolidate the higher interest and shorter-term liabilities and spread things out into a lower monthly payment.

These are rough numbers, but right now, monthly debt service is around \$45,000. 1st quarter profit, once all is said and done, should be around \$90,000 or around \$30,000 per month if averaged equally. Total liabilities that we'd want to consolidate are around \$1,800,000 (a little less than before due to paying things down). If at 10 years and 5%, our monthly debt service would be down to \$19,000 (maybe even lower to start if we did some sort of accelerated payback to start with lower payments and increase in later years considering our continued growth and continued increase in profitability).

After banking with American for the business for over 10 years (since January 2010), as well as personally, I was hoping we'd be able to look at things with you as we'd love to keep things with American and work with the bank even more!

Let me know if you have any more thoughts on this.

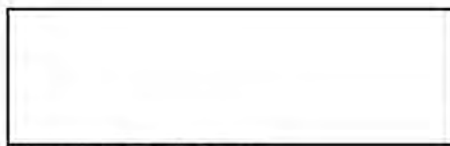
Thanks, [redacted]!

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Mar 24, 2021, at 7:56 AM, [redacted]@weareamerican.com> wrote:

Hey Jack,

Every situation is a little different but with new businesses we would typically have to go off of some sort of projections. More challenging because at the end of the day they are just projections. In your instance, projections would help but historical information/trends are more important for us. Thanks Jack.



American Bank Center

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**From:** Jack Glasser [mailto:jack@glasserimages.com]  
**Sent:** Tuesday, March 23, 2021 5:36 PM  
**To:** [redacted]@weareamerican.com>  
**Subject:** Re: American Bank Center

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For sure! What about new businesses?

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Mar 23, 2021, at 4:56 PM, [redacted]@weareamerican.com> wrote:

Hey Jack,

Generally speaking we would collect the 3 most recent years of financials for a request. We put more stock in the more recent year or two but the big thing would be seeing a pattern of profitability and financial trends moving in the right direction. Being profitable in a quarter great but one quarter by itself doesn't show a broad enough picture for us unfortunately. Hope that helps explain it a bit. Let me know if you have other questions. Thanks Jack.

**CAUTION: The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.**

Hey [redacted]!

Is 18 months standard for American Bank Center?

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Mar 23, 2021, at 3:10 PM, [redacted]@weareamerican.com> wrote:

Hey Jack,

That is great news. Happy to hear you are having some success with the restructure. I would say we would want to see a good 18 months of profitability before we would take a look at things. If you get through 2021 and then into 2022 with things looking good we can have that discussion then. Let me know if you have any other questions. Thanks Jack!

**CAUTION: The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.**

Hi [redacted]! I hope all is well! From the positive changes of the restructure, we are looking at closing out a solid and profitable 1st quarter! What would the business need to show and what would you need to look at a consolidation again? I know we are briefly talked about it in the past but didn't dig too much in due to how the business was sitting.

--  
**Jack Glasser**  
Founder | Glasser Images  
[glasserimages.com](http://glasserimages.com)

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# Exhibit 33

08-2022-CV-969

**From:** Jack Glasser <jack@glasserimages.com>

**To:** [redacted]@weareamerican.com>

**CC:** [redacted]@weareamerican.com>

**Subject:** Re: URGENT: Reversals

**Date:** Tue, 29 Jun 2021 09:48:29 -0500

**Inline-Images:** Am+Div\_289\_cmyk\_ad75a5d0-e3f2-4971-b291-9eda9d3d6d45.png; WEB-013-0918Emailsignaturebar369x22.5\_b50fa929-cf34-4251-b7ce-56d41042dbd6.png; image001.png; image002.png

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[redacted] I certainly understand where you are coming from. Our business has been struggling more than ever before since the start of the pandemic. We are waiting on a \$20,000 payment to come in as well as \$350,000 in SBA funding through their EIDL program.

What is being returned today?

If we got a deposit in today, could those not be returned?

What is the amount needed to get the account positive?

—  
**Jack Glasser**  
Founder  
Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Jun 29, 2021, at 9:45 AM, [redacted]@weareamerican.com> wrote:

Jack,  
We will not be re-running or honoring any checks until you get this account positive. This account has had 235 NSF items since it was opened, which is unacceptable. You have had 10 items in just the last month.

I want to make this clear: the management of this account is unacceptable, and we will not honor checks if you have no funds. If this kind of account management continues we will be closing the account.

Thanks,





**From:** Jack Glasser [mailto:jack@glasserimages.com]

**Sent:** Tuesday, June 29, 2021 9:39 AM

**To:** [redacted]@weareamerican.com>

**Cc:** [redacted]@weareamerican.com>; [redacted]@weareamerican.com>

**Subject:** Re: URGENT: Reversals

**CAUTION: The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.**

Thank you, [redacted]. [redacted] please see below and let me know. Thank you!

—  
**Jack Glasser**  
Founder  
Glasser Images  
glasserimages.com

On Jun 29, 2021, at 9:33 AM, [redacted]@weareamerican.com> wrote:

[redacted] is out today but I can include [redacted] in this e-mail and he can help you with this.

Thank You !

[redacted]



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Bank  
Center

---

**From:** Jack Glasser [mailto:jack@glasserimages.com]

**Sent:** Tuesday, June 29, 2021 9:11 AM

**To:** [redacted]@weareamerican.com>

**Cc:** [redacted]@weareamerican.com>

**Subject:** Fwd: URGENT: Reversals

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---

I received  auto reply. See below. Please let me know. Thanks!

--  
**Jack Glasser**  
Founder  
Glasser Images  
[glasserimages.com](mailto:jack@glasserimages.com)

Begin forwarded message:

**From:** Jack Glasser <jack@glasserimages.com>  
**Subject:** URGENT: Reversals  
**Date:** June 29, 2021 at 9:09:03 AM CDT  
**To:** [redacted]@weareamerican.com>

Hey [redacted] - we have some paid items but also some reversals. Are those reversals a done deal or if we got a deposit over this morning, would those checks still be paid/go through? We may have a couple thousand dollar deposit (waiting for some checks in the mail). We are also waiting on a \$20,000 wire or ACH payment to hit too. Obviously, we do not have the \$350,000 SBA funding yet.

--  
**Jack Glasser**  
Founder  
Glasser Images  
[glasserimages.com](mailto:jack@glasserimages.com)

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# Exhibit 34

08-2022-CV-969

**From:** Jack Glasser <jack@glasserimages.com>

**To:** [REDACTED]@weareamerican.com>

**Subject:** Account

**Date:** Thu, 15 Jul 2021 09:08:18 -0600

**Attachments:** Loan\_Agreement\_(July\_12,\_2021).pdf

**Inline-Images:** Screen\_Shot\_2021-07-15\_at\_10.07.11\_AM.png

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---

[REDACTED], see we dipped a bit negative but this morning's deposit brought things up. Rather than sending back the following, can they be re-tried?

7/14 [REDACTED] check 14496 for \$2068

7/14 [REDACTED] check 14502 for \$1961

They are both employee paychecks. We are waiting on \$10,000 to hit the account from a loan from a family friend (see attached). It's short-term since we do have word that the \$350,000 SBA EIDL funding will be hitting any day now. It's in the final stage. We also over \$7,000 in client credit card payments that will hit the account tomorrow (also attached).

Thank you, [REDACTED]

--  
**Jack Glasser**  
Founder  
Glasser Images  
[glasserimages.com](http://glasserimages.com)



COVID-19

- Process
- Alerts
- Search
- Recent
- Batches**
- Customers
- Recurring
- Invoices
- Reports

Current Unsettled Batches

Accounts	Charges	Charge Amount	Refunds	Refund Amount	Net Processing	Batched At
ACH	0	\$0.00	0	\$0.00	\$0.00	7PM CDT
Card	12	\$7,047.64	0	\$0.00	\$7,047.64	7PM CDT
<b>TOTALS</b>	<b>12</b>	<b>\$7,047.64</b>	<b>0</b>	<b>\$0.00</b>	<b>\$7,047.64</b>	<a href="#">View Report</a>

Previous Settled Batches

All Accounts  All Dates

Export

Accounts	Charges	Charge Amount	Refunds	Refund Amount	Net Processing	Batched On
Card	11	\$7,620.72	0	\$0.00	\$7,620.72	7/14/2021 - 7:00PM
Card	10	\$7,078.25	0	\$0.00	\$7,078.25	7/13/2021 - 7:00PM
Card	7	\$3,270.50	0	\$0.00	\$3,270.50	7/12/2021 - 7:00PM
Card	1	\$275.00	0	\$0.00	\$275.00	7/11/2021 - 7:00PM
Card	5	\$5,891.00	0	\$0.00	\$5,891.00	7/9/2021 - 7:00PM
Card	5	\$3,880.00	0	\$0.00	\$3,880.00	7/8/2021 - 7:00PM

# Exhibit 35

08-2022-CV-969

**From:** Jack Glasser <jack@glasserimages.com>

**To:** [redacted]@weareamerican.com>

**Subject:** Re: SBA Deposit

**Date:** Mon, 2 Aug 2021 17:42:42 -0500

**Inline-Images:** Am+Div\_289\_cmyk\_ad75a5d0-e3f2-4971-b291-9eda9d3d6d45.png; WEB-013-0918Emailsignaturebar369x22.5\_b50fa929-cf34-4251-b7ce-56d41042dbd6.png; image001.png; image002.png

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---

Hi [redacted], can you check in the morning to see if you are seeing anything on the back end yet and let me know? Thanks!

--  
**Jack Glasser**  
Founder  
Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Aug 2, 2021, at 2:23 PM, [redacted]@weareamerican.com> wrote:

Hey Jack,

It would really depend on how and when they are sending it. Once we get it, it would post that same day. Saturday isn't a business day technically so they likely couldn't send it until today. It's really hard to know what their process is.

As for the short term loan piece, we wouldn't approve anything based solely on the fact that SBA funding is coming in. The process would be the same for us. That would mean collecting financials, underwriting things, and approval. All that would take at least a couple of weeks if it was something that we would end up approving.

Thanks Jack.



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**From:** Jack Glasser [mailto:jack@glasserimages.com]  
**Sent:** Monday, August 2, 2021 11:06 AM  
**To:** [redacted]@weareamerican.com>  
**Subject:** Re: SBA Deposit

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It's coming via ACH and they said timing for it hitting our account depends on the bank. How long do ACHs typically take? We had final approval on Saturday morning. I have been told "3 to 16 calendar days". But most do see it between 3 and 5 calendar days (not business days). Also, being that we do have approval (and signed loan docs, approval letter, etc) and in case it does take longer, would American Bank Center be able to do a super short-term loan that the SBA funding pays off right away when it hits?

--  
**Jack Glasser**  
Founder  
Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Aug 2, 2021, at 9:39 AM, [redacted]@weareamerican.com> wrote:

Hey Jack,

I don't see anything on our end quite yet. Thanks!

**CAUTION: The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.**

[redacted] we have \$350,000 from the SBA that will be hitting out business checking. Are you seeing anything on the back end yet?

--  
**Jack Glasser**  
Founder  
Glasser Images  
[glasserimages.com](http://glasserimages.com)

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# Exhibit 36

08-2022-CV-969



U.S. SMALL BUSINESS ADMINISTRATION  
Disaster Assistance  
Processing and Disbursement Center  
14925 Kingsport Road  
Fort Worth, Texas 76155

800-659-2955  
Hearing Impaired  
800-877-8339

October 04, 2021

Jack Glasser  
Glasser Images  
510 E MAIN AVE STE 3A  
BISMARCK, ND 58501

RE: Modification to SBA Disaster Loan Number:

Dear Jack Glasser,

In these unprecedented times, we understand the challenges you are facing. The SBA is making every effort to support small businesses, which are the backbone of the American economy. Unfortunately, although we made every effort to approve your loan modification request, we are unable to modify your loan for the following reason(s):

**Lack of repayment ability**

Our analysis of all the information provided with your loan application concluded your income is insufficient to repay a disaster loan in addition to your existing debts, living expenses, taxes, insurance, and other obligations.

If you disagree with our decision, you may request reconsideration, subject to the availability of funds. You can submit your request to any of the following:

- a. Mail your request to the address at the top of this letter.
- b. Fax your request to: 202-481-5931.
- c. E-mail your request to: [pdcrecons@sba.gov](mailto:pdcrecons@sba.gov).

Your request must:

1. Be in writing and be received by this office as soon as possible (but no later than 6 months from the date of this letter.)
2. Contain all significant information that will overcome the decline/withdrawal reason(s).

We understand that this is a challenging time for your business and for the nation. The SBA has local offices in your community which can refer you to resources that may be able to help you address the underlying reason for your loan denial. For more information on these services, please go to [www.sba.gov/local-assistance](http://www.sba.gov/local-assistance) to locate the email address and phone number for the nearest SBA district office and/or SBA's resource partners. Please call or email for a virtual appointment.

If you have any questions regarding this matter, please contact us at 800-659-2955 (TTY: 1-800-877-8339).

Sincerely,

## Application Processing Department

The Federal Equal Credit Opportunity Act, 15 U.S.C. §1691, prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Consumer Response Center, Federal Trade Commission, Washington, D.C. 20580.

# Exhibit 37

08-2022-CV-969

**From:** Jack Glasser <jack@glasserimages.com>

**To:** [REDACTED]@sba.gov

**Bcc:** Jack Glasser <jack@glasserimages.com>

**Subject:** Reconsideration for Glasser Images Modification to SBA Disaster Loan Number:

[REDACTED]

**Date:** Mon, 4 Oct 2021 16:15:38 -0500

**Attachments:** GLASSER\_IMAGES\_-\_Profit\_and\_Loss\_Standard\_Report.pdf; Letter\_from\_Bank.pdf

---

Business Name: Glasser Images

Borrower's Name: Jack Glasser

Business Federal Tax Id: [REDACTED]

Application Number: [REDACTED]

Loan Number: [REDACTED]

To Whom It May Concern:

I received a decline letter citing "Lack of repayment ability". I would like to have this decision reconsidered for the following reasons:

In 2019, we had a loss due to our growth plan with additional equipment, staff, systems, and other business infrastructure to build commercial revenue (ie revenue from advertising photo and videos shoots, etc) just like we had done for our wedding photography and video revenue.

In October 2020, due to our growth plan not being suitable during the pandemic as well as the overall effects of the pandemic on the company, we pivoted to just focus on wedding photography and video revenue as this requires less expenses and was (and still is) our strongest revenue stream. This is reflected on the attached year-to-date P&L.

Additionally, we will be using the additional \$1,500,000 in EIDL funds to pay off the First Western Bank & Trust loan of \$1,082,144.79 that was listed on our submitted SBA Form 2202 Schedule of Liabilities. This will free up a significant amount of cash flow and ability to repay the EIDL over the 30 year period. Also attached is a letter from our bank indicating this.

Please let me know if you require anything else for this reconsideration.

Thank you,

--  
**Jack Glasser**  
Founder  
Glasser Images  
[glasserimages.com](http://glasserimages.com)

09/06/21

**GLASSER IMAGES**  
**Profit and Loss Standard**  
 January through July 2021

---

	<u>Jan - Jul '21</u>
Ordinary Income/Expe...	
Income	
Revenue	<u>1,192,033.04</u>
Total Income	1,192,033.04
Cost of Goods Sold	
Cost of Goods Sold	<u>51,237.06</u>
Total COGS	<u>51,237.06</u>
Gross Profit	1,140,795.98
Expense	
Employees	392,628.18
Contract Labor	128,127.12
Equipment	60,499.30
Advertising	220,547.67
Facilities	86,940.26
General Operations	<u>126,383.58</u>
Total Expense	<u>1,015,126.11</u>
Net Ordinary Income	125,669.87
Other Income/Expense	
Other Income	
Forgivable PPP	<u>246,926.44</u>
Total Other Income	246,926.44
Other Expense	
Amortization Expense	90,839.44
Interest Expense	135,944.97
Other Expense	<u>35,431.75</u>
Total Other Expense	<u>262,216.16</u>
Net Other Income	<u>-15,289.72</u>
Net Income	<u><u>110,380.15</u></u>





# FIRST WESTERN

BANK & TRUST

*You can bank on us*

P.O. Box 1090 • Minot, ND 58702-1090 • 701-852-3711

October 4, 2021

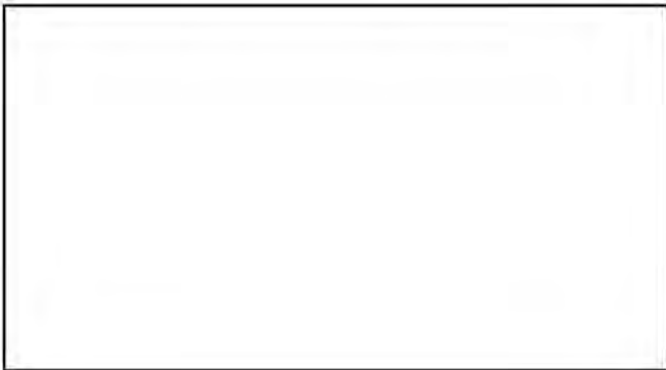
Small Business Administration

RE: Glasser Images EIDL Loan

To Whom It May Concern:

It is our understanding that Jack Glasser, owner of Glasser Images, has applied for a COVID-19 EIDL loan with the Small Business Administration. It is also our understanding at First Western Bank & Trust that if Glasser Images were to be approved for said EIDL funds, it is Jack Glasser's intention to pay off any debt at First Western Bank & Trust. This would have a positive impact on the cash flow of Glasser Images allowing them to recover from the ongoing pandemic.

If you have any questions, I can be reached at  or at @firstwestern.bank.



# Exhibit 38

08-2022-CV-969

**From:** Jack Glasser <jack@glasserimages.com>

**To:** [redacted]@weareamerican.com>

**CC:** [redacted]@weareamerican.com>, [redacted]@weareamerican.com>, [redacted]@weareamerican.com>, "Jace Schacher" <jace@glasserimages.com>

**Subject:** Re: Debit cards for travel

**Date:** Fri, 16 Nov 2018 08:33:31 -0600

---

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

To continue/clarify, \$1,000 ATM and \$15,000 Daily on mine would be fine and Jace's could be \$500 ATM and \$5,000 Daily. Would that work?

--  
**Jack Glasser**  
Founder  
Glasser Images

On Nov 16, 2018, at 8:32 AM, Jack Glasser <jack@glasserimages.com> wrote:

I have many auto bills on the debit card. Some annual (ie Dropbox for \$4500) that will come out while I'm gone. Can we do \$1,000 and \$15,000?

--  
**Jack Glasser**  
Founder  
Glasser Images

On Nov 16, 2018, at 8:29 AM, [redacted]@weareamerican.com> wrote:

Hello!

There is only an ATM and daily limit on the debit cards. Would ATM \$1000 and POS \$5000 but ok? That would only be with the debit card not anything that comes through your checking. I have noted the travel as well.

Thanks

<Am+Div\_289\_cmyk\_ad75a5d0-e3f2-4971-b291-9eda9d3d6d45.png>



<WEB-013-0918Emailsignaturebutton-LearnMore70x22.5\_e381ae09-c3e1-4ae0-853d-04b949f8d107.png>

<WEB-013-0918Emailsignaturebar369x22.5\_b50fa929-cf34-4251-b7ce-56d41042dbd6.png>

**From:** Jack Glasser [mailto:jack@glasserimages.com]

**Sent:** Thursday, November 15, 2018 10:53 PM

**To:** [redacted]@weareamerican.com>

**Cc:** [redacted]@weareamerican.com>; [redacted]@weareamerican.com>; [redacted]

[redacted]@weareamerican.com>; Jace Schacher <jace@glasserimages.com>

**Subject:** Debit cards for travel

**The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.**

[redacted] Jace and I will be traveling to Hawaii the end November. We leave 11/23 and fly back 12/1. Please put a note on the Glasser Images debit cards ending in [redacted] (mine) and [redacted] (Jace's). Also, please increase the ATM limit to \$1000, the daily limit to \$15,000, and the point-of-sale to \$5,000 for each of them. I have so much running through on mine with auto pay for the business, I don't want anything to get stopped while I am gone. Plus, not sure how much the hotel will pre-auth. Please confirm when done. Thanks!

--  
**Jack Glasser**  
Founder  
Glasser Images  
701-250-2190  
[Website](#) | [Facebook](#) | [Instagram](#)

## Disclaimer

**SECURITY NOTICE:** American Bank Center, American Trust Center and American Insurance Center will never ask you to send non-public private information through e-mail, such as your PIN, Social Security numbers, or account numbers. Please do not respond to any e-mail requesting this type of information.

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# Exhibit 39

08-2022-CV-969



Manage your account online at : [www.chase.com/cardhelp](http://www.chase.com/cardhelp)

Customer Service: 1-800-945-2028

Mobile: Download the Chase Mobile® app today

July 2021						
S	M	T	W	T	F	S
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

New Balance  
**\$29,406.41**  
 Minimum Payment Due  
**\$672.00**  
 Payment Due Date  
**07/09/21**

### CHASE ULTIMATE REWARDS® SUMMARY

Previous points balance	39,803
+ 1 Point per \$1 earned on all purchases	23,918
+ 4 Pts per \$1 internet, cable, phone, ofc sply	0
+ 1 Point per \$1 on gas stns & restaurants	0
- Points redeemed this statement period	39,803

**Total points available for redemption 23,918**

**Late Payment Warning:** If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.

**Minimum Payment Warning:** Enroll in Auto-Pay and avoid missing a payment. To enroll, go to [www.chase.com](http://www.chase.com)

### ACCOUNT SUMMARY

Account Number:	<input type="text"/>
Previous Balance	\$14,061.13
Payment, Credits	-\$9,130.17
Purchases	+\$24,097.28
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	+\$378.17
<b>New Balance</b>	<b>\$29,406.41</b>
Opening/Closing Date	05/16/21 - 06/15/21
Revolving Credit Amount	\$30,000
Available Credit	\$593
Cash Access Line	\$1,500
Available for Cash	\$593
<b>Past Due Amount</b>	<b>\$0.00</b>
<b>Balance over the Credit Access Line</b>	<b>\$0.00</b>

### YOUR ACCOUNT MESSAGES

& Item was transferred from lost / stolen account.

Your credit line has been increased. Take advantage of your enhanced spending power to make purchases and transfer balances today.

000001 FIS33339 C 1  
0475

N Z 15 21/06/15

Page 1 of 4

05686 MA DA 50653

1661000010005065301

**This Statement is a Facsimile - Not an original**



P.O. BOX 15123  
 WILMINGTON, DE 19850-5123  
 For Undeliverable Mail Only

Make your payment at  
[chase.com/paycard](http://chase.com/paycard)

**Payment Due Date:** 07/09/21  
**New Balance:** \$29,406.41  
**Minimum Payment:** \$672.00

Account number:

\$ \_\_\_\_\_ Amount Enclosed  
 Make/Mail to Chase Card Services at the address below:

50653 BEX Z 16621 C  
 JACK GLASSER  
 GLASSER IMAGES LLC  
 510 E MAIN AVE STE 3A  
 BISMARCK ND 58501-4476

CARDMEMBER SERVICE  
 PO BOX 6294  
 CAROL STREAM IL 60197-6294

G1025582

**To contact us regarding your account:**

 <p><b>Call Customer Service:</b>          In U.S. 1-800-945-2028          Spanish 1-888-795-0574          Pay by phone 1-800-436-7958          International 1-480-350-7099          We accept operator relay calls</p>	 <p><b>Send Inquiries to:</b>          P.O. Box 15298          Wilmington, DE 19850-5298</p>	 <p><b>Mail Payments to:</b>          P.O. Box 6294          Carol Stream, IL 60197-6294</p>	 <p><b>Visit Our Website:</b>  <a href="http://www.chase.com/cardhelp">www.chase.com/cardhelp</a></p>
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**Information About Your Account**

**Making Your Payments:** The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn on or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your account.

You may make payments electronically through our website or by one of our customer service phone numbers above. In using any of these channels, you are authorizing us to withdraw funds as a one-time electronic funds transfer from your bank account. In our automated phone system, this authorization is provided via entry of a personal identification number. You may revoke this authorization by cancelling your payment through our website or customer service telephone numbers prior to the payment processing. If we receive your completed payment request through one of these channels by 11:59 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 11:59 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date in your request we will credit your payment as of that day.

If you pay by regular U.S. mail to the Payments address shown on this statement, write your account number on your check or money order and include the payment coupon in the envelope. Do not send more than one payment or coupon per envelope. Do not staple, clip or tape the documents. Do not include correspondence. Do not send cash. If we receive your properly prepared payment on any day by 5 p.m. local time at our Payments address on this statement, we will credit to your account that day. If your payment is received after 5 p.m. local time at our Payments address on this statement, we will credit it to your account as of the next calendar day.

For all other payments or for any payment type above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

**Account Information Reported To Credit Bureaus:** We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, please write to us at Chase Card Services P.O. Box 15369, Wilmington, DE 19850-5369.

**Authorization To Convert Your Check To An Electronic Transfer Debit:** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check. Your bank account may be debited as soon as the same day we receive your payment. You will not receive your check back from your institution.

**Conditional Payments:** Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and

you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payment address shown on this statement.

**Annual Renewal Notice:** If your Account Agreement has an annual membership fee, you are responsible for it every year your Account is open. We will add your annual membership fee to your monthly billing statement once a year, whether or not you use your account. Your annual membership fee will be added to your purchase balance and may incur interest. The annual membership fee is non-refundable unless you notify us that you wish to close your account within 30 days or one billing cycle (whichever is less) after we provide the statement on which the annual membership fee is billed. Your payment of the annual membership fee does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, the annual membership fee will no longer be billed to your Account.

**Calculation Of Balance Subject To Interest Rate:** To figure your periodic interest charges for each billing cycle when a daily periodic rate(s) applies, we use the daily balance method (including new transactions). To figure your periodic interest charges for each billing cycle when a monthly periodic rate(s) applies, we use the average daily balance method (including new transactions). For an explanation of either method, or questions about a particular interest charge calculation on your statement, please call us at the toll free customer service phone number listed above.

We calculate periodic interest charges separately for each feature (for example, purchases, balance transfers, cash advances or overdraft advances). These calculations may combine different categories with the same periodic rates. Variable rates will vary with the market based on the Prime Rate or such index described in your Account Agreement. There is a transaction fee for each balance transfer, cash advance, or check transaction in the amount stated in your Account Agreement. There is a foreign transaction fee of 3% of the U.S. dollar amount of any foreign transaction for some accounts. Please see your Account Agreement for information about these fees.

**Interest Accrual:** We accrue periodic interest charges on a transaction, fee or interest charge from the date it is added to your daily balance until payment in full is received on your account.

**Credit Limit:** If you want to inquire about your options to help prevent your account from exceeding your credit limit, please call the number on the back of your card.

**Payment Allocation:** When you make a payment, generally, we first apply your minimum payment to the balance on your monthly statement with the lowest APR. Any payment above your minimum payment would generally then be applied to the balance on your monthly statement with the highest APR first. If you do not pay your balance in full each month, you may not be able to avoid interest charges on new purchases.

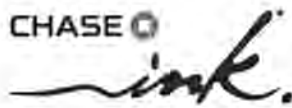


DA04252019



To manage your account, including card payments, alerts, and change of address, visit [www.chase.com/cardhelp](http://www.chase.com/cardhelp) or call the customer service number which appears on your account statement.





### ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
05/20	Payment ThankYou Image Check	-1,835.95
05/21	Payment ThankYou Image Check	-2,338.75
05/23	Payment ThankYou Image Check	-1,320.92
05/28	Payment ThankYou Image Check	-768.00
06/07	Payment Thank You - Web	-1,000.00
06/05	FORMSWIFT.COM/CHARGE 888-311-2977 CA	-180.00
06/10	Payment ThankYou Image Check	-761.06
06/13	Payment ThankYou Image Check	-925.49
05/15	TST* PIROGUE GRILLE BISMARCK ND	227.45
05/14	FOOD DUDES DELIVERY 8005995770 MN	27.93
05/14	SQ *BUTTERHORN BISMARCK ND	79.33
05/14	CKE*HUMPBACK SALLY'S BISM BISMARCK ND	93.03
05/14	SQ *BRICK OVEN BAKERY Bismarck ND	21.18
05/15	& FORMSWIFT.COM/CHARGE 888-311-2977 CA	180.00
05/15	PLANT PERFECT BISMARCK ND	531.83
05/16	KIRKWOOD ACE HARDWARE BISMARCK ND	98.09
05/16	RUNNINGS OF BISMARCK BISMARCK ND	24.39
05/16	PLANT PERFECT BISMARCK ND	516.41
05/18	BORROWLENSES.COM 650-4013639 CA	481.59
05/18	TST* PIROGUE GRILLE BISMARCK ND	193.00
05/17	ARCO RED CARPET MANDAN MANDAN ND	42.51
05/18	BISMAN COMMUNITY FOOD BISMARCK ND	1.17
05/18	SQ *ANIMA CUCINA BISMARCK ND	17.50
05/17	The Webstaurant Store Inc 717-392-7472 PA	333.61
05/19	KLARNA *PAYMENTS 844-5527621 NY	557.20
05/19	SQ *HI HONEY SALON BISMARCK ND	202.56
05/19	TST* PIROGUE GRILLE BISMARCK ND	100.62
05/18	SOUTHRIDGE CHIRO CLI BISMARCK ND	20.00
05/19	SQ *BRICK OVEN BAKERY Bismarck ND	20.60
05/19	STAGE STOP LIQOURS MANDAN ND	187.40
05/20	SQ *BRICK OVEN BAKERY Bismarck ND	20.87
05/21	TARGET.COM * 800-591-3869 MN	21.19
05/20	TST* PIROGUE GRILLE BISMARCK ND	128.78
05/20	Melaleuca Order 800-2823000 ID	154.38
05/20	TARGET.COM * 800-591-3869 MN	67.36
05/20	FOOD DUDES DELIVERY 8005995770 MN	23.89
05/21	SCHEELS BISMARCK BISMARCK ND	320.99
05/21	PLANT PERFECT BISMARCK ND	248.01
05/20	DAKOTA PHARMACY BISMARCK ND	123.33
05/20	Red Carpet Mandan MANDAN ND	4.00
05/22	TST* PIROGUE GRILLE BISMARCK ND	491.80
05/21	TST* PIROGUE GRILLE BISMARCK ND	133.70
05/23	PILOT_00684 BEACH ND	37.80
05/23	YELLOWSTONE NATIONAL PA YELWSTN NL PK WY	35.00
05/22	STAGE STOP LIQOURS MANDAN ND	93.70
05/23	GRANNY S RESTAURANT CODY WY	26.61
05/24	GALLAGHERS FAMILY RESTAU MILES CITY MT	40.75
05/24	CAR WASH AT JACKSON HOLE JACKSON WY	17.00
05/23	EXXONMOBIL 97676662 CODY WY	8.96
05/23	EXXONMOBIL 97676662 CODY WY	16.10
05/23	EXXONMOBIL 45960374 LAUREL MT	44.96
05/24	SHELL OIL 57444608608 JACKSON WY	24.10
05/24	JACKSON HOLE PENDLETON JACKSON WY	285.14
05/24	JACKSON HOLE PENDLETON JACKSON WY	285.14
05/24	GLORIETTA TRATTORIA JACKSON WY	453.12
05/26	COELETTE JACKSON WY	366.60
05/28	JHMR ONLINE STORE TETON VILLAGE WY	66.00
05/27	JHMR RENDEZVOUS LODGE TETON VILLAGE WY	35.52
05/29	AUTUMN HILLS LIQUORS RAPID CITY SD	434.18
05/28	FOUR SEASONS JACKSN TETON VILLAGE WY	8,001.92
05/28	CONOCO - GHOSTOWN CASPER WY	26.40
05/29	THE TINDER BOX RAPID CITY SD	43.67
05/28	CONOCO - GHOSTOWN CASPER WY	11.06
05/28	PHILLIPS 66 - FRESH ST CUSTER SD	33.25



# ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
05/28	SQ *SKOGEN KITCHEN Custer SD	337.29
05/28	PHILLIPS 66 - TOGWOTEE MO MORAN WY	23.40
05/29	BREADROOT NATURAL FOODS C RAPID CITY SD	446.52
05/29	SAFEWAY #1554 RAPID CITY SD	190.73
05/29	STONEY CREEK W&S RAPID CITY SD	78.13
06/01	TST* PIROGUE GRILLE BISMARCK ND	126.99
06/01	PHILLIPS 66 - CP MMEAD RAPID CITY SD	7.49
06/01	212-79 SERVICE CENTER LLC NEWELL SD	20.75
06/02	FOOD DUDES DELIVERY 8005995770 MN	21.95
06/02	TST* PIROGUE GRILLE BISMARCK ND	161.90
06/01	BLUE LINE DINER NEWELL SD	27.29
06/02	BORROWLENSES.COM 650-4013639 CA	883.11
06/01	HOLIDAY STATIONS 0225 DICKINSON ND	28.95
06/02	SQ *HI HONEY SALON Bismarck ND	71.00
06/02	KLARNA *PAYMENTS 844-5527621 NY	557.21
06/03	EXXONMOBIL 48084248 BISMARCK ND	36.90
06/05	HOLIDAY STATIONS 0420 BISMARCK ND	4.98
06/04	TST* PIROGUE GRILLE BISMARCK ND	235.78
06/06	BISMARCK BREWING BISMARCK ND	15.00
06/05	CVS/PHARMACY #08614 BISMARCK ND	39.00
06/06	NATURAL GROCERS BI BISMARCK ND	65.98
06/05	ALE WORKS LLC BISMARCK ND	32.54
06/05	ARCO RED CARPET MANDAN MANDAN ND	19.60
06/06	BISMAN COMMUNITY FOOD BISMARCK ND	56.43
06/07	SQ *HI HONEY SALON BISMARCK ND	65.48
06/07	BORROWLENSES.COM 650-4013639 CA	94.78
06/07	BORROWLENSES.COM 650-4013639 CA	849.92
06/07	BORROWLENSES.COM 650-4013639 CA	275.03
06/07	DAKOTA PHARMACY BISMARCK ND	8.30
06/08	BISMAN COMMUNITY FOOD BISMARCK ND	383.03
06/07	EXXONMOBIL 48084248 BISMARCK ND	25.35
06/08	BROADWAY GRILL AND TAVERN BISMARCK ND	106.54
06/08	BORROWLENSES.COM 650-4013639 CA	840.39
06/08	BORROWLENSES.COM 650-4013639 CA	240.99
06/08	BORROWLENSES.COM 650-4013639 CA	122.20
06/08	SQ *BRICK OVEN BAKERY Bismarck ND	18.18
06/08	BORROWLENSES.COM 650-4013639 CA	244.42
06/08	STAGE STOP LIQOURS MANDAN ND	189.60
06/09	DAIRY QUEEN #15768 BISMARCK ND	3.18
06/09	TST* PIROGUE GRILLE BISMARCK ND	109.77
06/10	SQ *BRICK OVEN BAKERY Bismarck ND	17.10
06/10	DAKOTA PHARMACY BISMARCK ND	8.96
06/11	SQ *BRICK OVEN BAKERY Bismarck ND	17.10
06/12	TST* PIROGUE GRILLE BISMARCK ND	453.73
06/11	TACO JOHNS 9177 MANDAN ND	11.21
06/12	ARCO RED CARPET MANDAN MANDAN ND	36.70
06/13	& Experian* Credit Report 479-3436237 CA	24.99
06/14	ADOBE CREATIVE CLOUD 800-443-8158 CA	378.73
06/15	PURCHASE INTEREST CHARGE JACK GLASSER TRANSACTIONS THIS CYCLE (CARD <input type="checkbox"/> \$15345.28 INCLUDING PAYMENTS RECEIVED	378.17



2021 Totals Year-to-Date	
Total fees charged in 2021	\$39.00
Total interest charged in 2021	\$1,783.94

Year-to-date totals do not reflect any fee or interest refunds you may have received.

## INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
<b>PURCHASES</b>			
Purchases	19.24%(v)(d)	\$23,143.66	\$378.17

This Statement is a Facsimile - Not an original





### INTEREST CHARGES (CONTINUED)

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
<b>CASH ADVANCES</b>			
Cash Advances	24.99%(v)(d)	- 0 -	- 0 -
<b>BALANCE TRANSFERS</b>			
Balance Transfer	19.24%(v)(d)	- 0 -	- 0 -

31 Days in Billing Period

(v) = Variable Rate

(d) = Daily Balance Method (including new transactions)

(a) = Average Daily Balance Method (including new transactions)

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

\*Includes interest charges on Late or Return Payment fees.

\*\*This My Chase Loan has expired. Interest will continue to accrue on this My Chase Loan balance until it is paid in full.



# Exhibit 40

08-2022-CV-969

Glasser Images Expense Report

Employee Name <b>Jace</b>	Card Name <b>JG, CT</b>	Last 4 Digits of Card <b>[redacted]</b>	Report Date Range (date of first transaction to date of last transaction) <b>5-23-24 to 5-31-24</b>
------------------------------	----------------------------	--	--

Instructions for completing: Complete report and attach receipts. Separate totals are needed for each category so only circle and total one category per table.  
 Clarifications for Travel: Travel includes lodging, travel related meals, and fuel. Lodging is usually never pre-paid. The one staying at the lodging MUST obtain a receipt and usually includes it on their expense report. The one who booked the lodging usually does not include it on their expense report (unless, of course, this is the same person). Any clarification is done in the shoot or wedding's Remarks.  
 Input Instructions: Input into QuickBooks using the first date of the Report Date Range. Scan to Financial > Reconciling titled as "<first date of the Report Date Range> ER".

Was lodging stayed at during the Report Date Range? YES  NO   
 IF YES, has the lodging charge been included below? YES  NO

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one):  
 CATEGORY (circle one): Wedding Travel and Meals | Other Travel and Meals | Other Meals (not travel related) | Studio and Office Supplies | Equipment Rental | Equipment and Software | Social Media for Client | Social Media for Glasser Images | Packaging | Other Advertising | Product for Client | OTHER

Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
		5/23	Gallagher's		46.75				
		5/23	Granny's		26.61				
		5/24	Glorietta		453.12				
		5/25	Cadette		3606.60				
		5/28	Skogen		337.29				
		5/29	Autumn Hills Liqueur		434.18				
		5/29	Stoney Creek Wine & Spirits		78.13				
		5/29	Safeaway		190.73				
		5/29	Breadroot Natural Foods Co-op		446.52				
Totals					<b>2373.93</b>				

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one):  
 CATEGORY (circle one): Wedding Travel and Meals | Other Travel and Meals | Other Meals (not travel related) | Studio and Office Supplies | Equipment Rental | Equipment and Software | Social Media for Client | Social Media for Glasser Images | Packaging | Other Advertising | Product for Client | OTHER

Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
		5/23	Flying J	Fuel	37.80				
		5/23	Exxon	Fuel	44.96				
		5/23	Good 2 Go	Fuel	16.10				
		5/24	Schell	Fuel	24.10				
		5/28	Tagwater Mountain Lodge	Fuel - Fuel	23.40				
		5/28	Chatham Truck Stop	Fuel	26.46				
		5/28	Yesway	Fuel	33.25				
		5/24	Jackson Hole Car Wash	- Car Wash	17.00				
Totals					<b>223.01</b>				

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one):  
 CATEGORY (circle one): Wedding Travel and Meals | Other Travel and Meals | Other Meals (not travel related) | Studio and Office Supplies | Equipment Rental | Equipment and Software | Social Media for Client | Social Media for Glasser Images | Packaging | Other Advertising | Product for Client | OTHER

Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
<b>personal</b>		5/24	Pendelton		285.14				
		5/24	Pendelton		285.14				
Totals					<b>570.28</b>				

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one): _____									
CATEGORY (circle one): <u>Meals</u>   Other Meals (not travel related)   Studio and Office Supplies   Equipment Rental   Equipment and Software   Social Media for Client   Social Media for Glasser Images   Packaging   Other Advertising   Product for Client   OTHER									
Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
		5/28	Ghostown Truck Stop	SNACKS	11.06				
		5/23	Good 2 Go		8.96				
Totals					20.02				

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one): _____									
CATEGORY (circle one): _____   Other Meals (not travel related)   Studio and Office Supplies   Equipment Rental   Equipment and Software   Social Media for Client   Social Media for Glasser Images   Packaging   Other Advertising   Product for Client   OTHER									
Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
Totals									

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one): _____									
CATEGORY (circle one): _____   Other Meals (not travel related)   Studio and Office Supplies   Equipment Rental   Equipment and Software   Social Media for Client   Social Media for Glasser Images   Packaging   Other Advertising   Product for Client   OTHER									
Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
Totals									

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one): _____									
CATEGORY (circle one): _____   Other Meals (not travel related)   Studio and Office Supplies   Equipment Rental   Equipment and Software   Social Media for Client   Social Media for Glasser Images   Packaging   Other Advertising   Product for Client   OTHER									
Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
Totals									

Glasser Images Expense Report

Employee Name <i>Jace</i>	Card Name <i>JG, CT</i>	Last 4 Digits of Card <i></i>	Report Date Range (date of first transaction to date of last transaction) <i>5-23-21 to 5-29-21</i>
------------------------------	----------------------------	----------------------------------	--

Instructions for completing: Complete report and attach receipts. Separate totals are needed for each category so only circle and total one category per table.

Clarifications for Travel: Travel includes lodging, travel related meals, and fuel. Lodging is usually never pre-paid. The one staying at the lodging MUST obtain a receipt and usually includes it on their expense report. The one who booked the lodging usually does not include it on their expense report (unless, of course, this is the same person). Any clarification is done in the shoot or wedding's Remarks.

Input Instructions: Input into QuickBooks using the first date of the Report Date Range. Scan to Financial > Reconciling titled as <<first date of the Report Date Range>> ER.

Was lodging stayed at during the Report Date Range? YES  NO   
 If YES, has the lodging charge been included below? YES  NO

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one): \_\_\_\_\_  
 CATEGORY (circle one):  Wedding Travel and Meals |  Other Travel and Meals |  Other Meals (not travel related) |  Studio and Office Supplies |  Equipment Rental |  Equipment and Software |  Social Media for Client |  Social Media for Glasser Images |  Packaging |  Other Advertising |  Product for Client |  OTHER

Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
		<i>5/23 5/27</i>	<i>Yellowstone Park Pass Jackson Hole LHA Ticket</i>		<i>35.00 66.00</i>		<i>- No receipt</i>		
<b>Totals</b>					<i>101.00</i>				

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one): \_\_\_\_\_  
 CATEGORY (circle one):  Wedding Travel and Meals |  Other Travel and Meals |  Other Meals (not travel related) |  Studio and Office Supplies |  Equipment Rental |  Equipment and Software |  Social Media for Client |  Social Media for Glasser Images |  Packaging |  Other Advertising |  Product for Client |  OTHER

Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
<b>Totals</b>					<i>combine paid and prepaid</i>				

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one): \_\_\_\_\_  
 CATEGORY (circle one):  Wedding Travel and Meals |  Other Travel and Meals |  Other Meals (not travel related) |  Studio and Office Supplies |  Equipment Rental |  Equipment and Software |  Social Media for Client |  Social Media for Glasser Images |  Packaging |  Other Advertising |  Product for Client |  OTHER

Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
<b>Totals</b>					<i>combine paid and prepaid</i>				

# Exhibit 41

08-2022-CV-969



12/22/19 ER: \$1,092.49

1/1/20 ER: \$2,632.31

Glasser Images Expense Report

Debit  
JS, GT

Employee Name	Card Name	Last 4 Digits of Card	Report Date Range (date of first transaction to date of last transaction)
Jace			12-22-19 to 1-3-20

Instructions for completing: Complete report and attach receipts. Separate totals are needed for each category so only circle and total one category per table.  
 Clarifications for Travel: Travel includes lodging, travel related meals, and fuel. Lodging is usually never pre-paid. The one staying at the lodging MUST obtain a receipt and usually includes it on their expense report. The one who booked the lodging usually does not include it on their expense report (unless, of course, this is the same person). Any clarification is done in the shoot or wedding's Remarks.  
 Input Instructions: Input into QuickBooks using the first date of the Report Date Range. Scan to Financial > Reconciling titled as "<first date of the Report Date Range> ER"

Was lodging stayed at during the Report Date Range?  YES  NO  
 If YES, has the lodging charge been included below?  YES  NO

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one): NP  
 CATEGORY (circle one): Wedding Travel and Meals | Other Travel and Meals | Other Meals (not travel related) | Studio and Office Supplies | Equipment Rental | Equipment and Software | Social Media for Client | Social Media for Glasser Images | Packaging | Other Advertising | Product for Client

Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
		12/26	LeRays	Fuel	44.00				
		1/1	Henry Hotel		2,294.07				
		1/1	Holiday	Fuel	28.63				
		12/26	St. Augusta Mini (Bugs)	Fuel	51.25				
		1/1		Fuel	84.90		-no receipt		
Totals					2,452.85				

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one): NP  
 CATEGORY (circle one): Wedding Travel and Meals | Other Travel and Meals | Other Meals (not travel related) | Studio and Office Supplies | Equipment Rental | Equipment and Software | Social Media for Client | Social Media for Glasser Images | Packaging | Other Advertising | Product for Client

Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
		12/23	Cashwise		69.30				
		12/23	Cashwise Liquor		51.72				
		12/23	Ochs		21.98				
		12/22	Ochs		192.21				
		12/22	Natural Grocers		77.13				
		12/22	W. I. Liquors		375.84				
		12/27	Food Coop		100.57				
		1/2	Food Coop		46.03				
		1/2	Food Staples		21.01				
Totals					955.79				

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one): NP  
 CATEGORY (circle one): Wedding Travel and Meals | Other Travel and Meals | Other Meals (not travel related) | Studio and Office Supplies | Equipment Rental | Equipment and Software | Social Media for Client | Social Media for Glasser Images | Packaging | Other Advertising | Product for Client

Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
		1/26	Dakota Pharmacy		8.00				
		1/2	Hi Honey		207.67				
		1/23	Melaluda		100.49				
Totals					316.16				

Glasser Images Expense Report

Employee Name <i>Jace</i>	Card Name <i>JG CI</i>	Last 4 Digits of Card <i>    </i>	Report Date Range (date of first transaction to date of last transaction) <i>10-1-20 to 10-4-20</i>
------------------------------	---------------------------	--------------------------------------	--

Instructions for completing: Complete report and attach receipts. Separate totals are needed for each category so only circle and total one category per table.

Clarifications for Travel: Travel includes lodging, travel related meals, and fuel. Lodging is usually never pre-paid. The one staying at the lodging MUST obtain a receipt and usually includes it on their expense report. The one who booked the lodging usually does not include it on their expense report (unless, of course, this is the same person). Any clarification is done in the shoot or wedding's Remarks.

Input Instructions: Input into QuickBooks using the first date of the Report Date Range. Scan to Financial > Reconciling titled as <-first date of the Report Date Range> ER\*.

Was lodging stayed at during the Report Date Range? YES <input checked="" type="checkbox"/> NO
If YES, has the lodging charge been included below? YES <input checked="" type="checkbox"/> NO

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one): MD  
 CATEGORY (circle one): Wedding Travel and Meals | Other Travel and Meals | Other Meals (not travel related) | Studio and Office Supplies | Equipment Rental | Equipment and Software | Social Media for Client | Social Media for Glasser Images | Packaging | Other Advertising | Product for Client | OTHER

Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
		10/1	TN		36.02				
		10/1	Butterhorn		200.90				
		10/2	TN		28.57				
		10/2	Pirouette		248.03				
		10/3	Pirouette		225.98				
		10/3	Butterhorn		118.94				
		10/4	Butterhorn		68.25				
<b>Totals</b>					<b>926.69</b>				

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one): MD  
 CATEGORY (circle one): Wedding Travel and Meals | Other Travel and Meals | Other Meals (not travel related) | Studio and Office Supplies | Equipment Rental | Equipment and Software | Social Media for Client | Social Media for Glasser Images | Packaging | Other Advertising | Product for Client | OTHER

Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
		10/2	Dakota Pharmacy		38.32				
		10/4	Fox Coop		106.09				
		10/4	Natural Grocers		23.42				
<b>Totals</b>					<b>167.83</b>				

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one): MD  
 CATEGORY (circle one): Wedding Travel and Meals | Other Travel and Meals | Other Meals (not travel related) | Studio and Office Supplies | Equipment Rental | Equipment and Software | Social Media for Client | Social Media for Glasser Images | Packaging | Other Advertising | Product for Client | OTHER

Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
<i>Personal</i>		10/2	Hi Honey		274.08				
		10/4	Etsy		128.00				
		10/4	Intelligent Nutrients		120.00				
		10/3	Dakota Zoo		20.00				
		10/3	Ft. Lincoln State Park		7.00				
		10/4	Williquers		540.57				
<b>Totals</b>					<b>1089.65</b>				

NO

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one): \_\_\_\_\_  
 CATEGORY (circle one): Wedding Travel and Meals | Other Travel and Meals | Other Meals (not travel related) | Studio and Office Supplies | Equipment Rental | Equipment and Software | Social Media for Client | Social Media for Glasser Images | Packaging | Other Advertising | Product for Client

Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
		10/3	Shell	Fuel	37.46				
Totals					37.46				

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one): \_\_\_\_\_  
 CATEGORY (circle one): Wedding Travel and Meals | Other Travel and Meals | Other Meals (not travel related) | Studio and Office Supplies | Equipment Rental | Equipment and Software | Social Media for Client | Social Media for Glasser Images | Packaging | Other Advertising | Product for Client

Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
Totals					<i>combine paid and prepaid</i>				

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one): \_\_\_\_\_  
 CATEGORY (circle one): Wedding Travel and Meals | Other Travel and Meals | Other Meals (not travel related) | Studio and Office Supplies | Equipment Rental | Equipment and Software | Social Media for Client | Social Media for Glasser Images | Packaging | Other Advertising | Product for Client

Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
Totals					<i>combine paid and prepaid</i>				

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one): \_\_\_\_\_  
 CATEGORY (circle one): Wedding Travel and Meals | Other Travel and Meals | Other Meals (not travel related) | Studio and Office Supplies | Equipment Rental | Equipment and Software | Social Media for Client | Social Media for Glasser Images | Packaging | Other Advertising | Product for Client

Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
Totals					<i>combine paid and prepaid</i>				

Glasser Images Expense Report

Employee Name <b>Jace</b>	Card Name <b>JGI, CI</b>	Last 4 Digits of Card <b>[redacted]</b>	Report Date Range (date of first transaction to date of last transaction) <b>10-15-20 to 10-20-20</b>
------------------------------	-----------------------------	--	--

Instructions for completing: Complete report and attach receipts. Separate totals are needed for each category so only circle and total one category per table.

Clarifications for Travel: Travel includes lodging, travel related meals, and fuel. Lodging is usually never pre-paid. The one staying at the lodging MUST obtain a receipt and usually includes it on their expense report. The one who booked the lodging usually does not include it on their expense report (unless, of course, this is the same person). Any clarification is done in the shoot or wedding's Remarks.

Input Instructions: Input into QuickBooks using the first date of the Report Date Range. Scan to Financial > Reconciling titled as "<first date of the Report Date Range> ER".

Was lodging stayed at during the Report Date Range? YES  NO   
 If YES, has the lodging charge been included below? YES  NO

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one): **MD**  
 CATEGORY (circle one):  Wedding Travel and Meals |  Other Travel and Meals |  Other Meals (not travel related) |  Studio and Office Supplies |  Equipment Rental |  Equipment and Software |  Social Media for Client |  Social Media for Glasser Images |  Packaging |  Other Advertising |  Product for Client |  OTHER

Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
		10/15	"Piroque"		287.73				
		10/16	" "		273.53				
		10/17	" "		51.07				
		10/17	Butterhorn		150.16				
		10/18	" "		69.53				
		10/19	TN		29.81				
		10/18	Food dudes		46.57				
		10/20	Piroque		17.36				
<b>Totals</b>					<b>1,074.56</b>				

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one): **NO**  
 CATEGORY (circle one):  Wedding Travel and Meals |  Other Travel and Meals |  Other Meals (not travel related) |  Studio and Office Supplies |  Equipment Rental |  Equipment and Software |  Social Media for Client |  Social Media for Glasser Images |  Packaging |  Other Advertising |  Product for Client |  OTHER

Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
		10/18	Natural Grocers		6.18				
		10/17	Dan's		16.84				
		10/17	Cash Wise		9.96				
		10/17	Food Co-op		102.52				
		10/17	Natural Grocers		26.35				
<b>Totals</b>					<b>161.85</b>	<b>prepaid</b>			

STATE WHERE EXPENSE OCCURRED IN OR WAS FOR (list one): **NO**  
 CATEGORY (circle one):  Wedding Travel and Meals |  Other Travel and Meals |  Other Meals (not travel related) |  Studio and Office Supplies |  Equipment Rental |  Equipment and Software |  Social Media for Client |  Social Media for Glasser Images |  Packaging |  Other Advertising |  Product for Client |  OTHER

Client Name (if applicable)	Location	Date of Transaction	Vendor	Description/Reason/Memo	Paid	Prepaid	Need Reimbursement	Billing	Other
<b>Personal</b>		10/20	Captain Jacks		326.00				
<b>Totals</b>					<b>326.00</b>				

# Exhibit 42

08-2022-CV-969



Manage your account online at : [www.chase.com/cardhelp](http://www.chase.com/cardhelp)

Customer Service: 1-800-945-2028

Mobile: Download the Chase Mobile® app today

July 2020						
S	M	T	W	T	F	S
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

New Balance  
**\$9,256.46**  
 Minimum Payment Due  
**\$237.00**  
 Payment Due Date  
**07/09/20**

### CHASE ULTIMATE REWARDS® SUMMARY

Previous points balance	13,818
+ 1 Point per \$1 earned on all purchases	5,339
+ 4 Pts per \$1 internt,cable,phone,ofc sply	0
+ 1 Point per \$1 on gas stns & restaurants	2,805
<b>Total points available for redemption</b>	<b>21,962</b>

**Late Payment Warning:** If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.

**Minimum Payment Warning:** Enroll in Auto-Pay and avoid missing a payment. To enroll, go to [www.chase.com](http://www.chase.com)

### ACCOUNT SUMMARY

Account Number:

Previous Balance	\$9,705.45
Payment, Credits	-\$5,931.73
Purchases	+\$5,338.08
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	+\$144.66
<b>New Balance</b>	<b>\$9,256.46</b>
Opening/Closing Date	05/16/20 - 06/15/20
Revolving Credit Amount	\$10,000
Available Credit	\$743
Cash Access Line	\$2,000
Available for Cash	\$743
<b>Past Due Amount</b>	<b>\$0.00</b>
<b>Balance over the Credit Access Line</b>	<b>\$0.00</b>

### YOUR ACCOUNT MESSAGES

If you experience COVID-19 related mail delivery disruptions, remember you can always access your statements on [chase.com](http://chase.com) or the Chase Mobile App.

000001 FIS33339 C 1  
0475

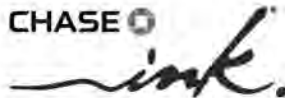
N Z 15 20/06/15

Page 1 of 3

05686 MA DA 38804

16710000010003880401

**This Statement is a Facsimile - Not an original**



P.O. BOX 15123  
 WILMINGTON, DE 19850-5123  
 For Undeliverable Mail Only

Make your payment at  
[chase.com/paycard](http://chase.com/paycard)

**Payment Due Date:** 07/09/20  
**New Balance:** \$9,256.46  
**Minimum Payment:** \$237.00

Account number:

\$ \_\_\_\_\_ Amount Enclosed  
 Make/Mail to Chase Card Services at the address below:

38804 BEX Z 16720 C  
 JACK GLASSER  
 GLASSER IMAGES LLC  
 PO BOX 3190  
 BISMARCK ND 58502-3190

CARDMEMBER SERVICE  
 PO BOX 6294  
 CAROL STREAM IL 60197-6294

G1025532

**To contact us regarding your account:**

 <p><b>Call Customer Service:</b>          In U.S. 1-800-945-2028          Spanish 1-888-795-0574          Pay by phone 1-800-436-7958          International 1-480-350-7099          We accept operator relay calls</p>	 <p><b>Send Inquiries to:</b>          P.O. Box 15298          Wilmington, DE 19850-5298</p>	 <p><b>Mail Payments to:</b>          P.O. Box 6294          Carol Stream, IL 60197-6294</p>	 <p><b>Visit Our Website:</b>  <a href="http://www.chase.com/cardhelp">www.chase.com/cardhelp</a></p>
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**Information About Your Account**

**Making Your Payments:** The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn on or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your account.

You may make payments electronically through our website or by one of our customer service phone numbers above. In using any of these channels, you are authorizing us to withdraw funds as a one-time electronic funds transfer from your bank account. In our automated phone system, this authorization is provided via entry of a personal identification number. You may revoke this authorization by cancelling your payment through our website or customer service telephone numbers prior to the payment processing. If we receive your completed payment request through one of these channels by 11:59 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 11:59 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date in your request we will credit your payment as of that day.

If you pay by regular U.S. mail to the Payments address shown on this statement, write your account number on your check or money order and include the payment coupon in the envelope. Do not send more than one payment or coupon per envelope. Do not staple, clip or tape the documents. Do not include correspondence. Do not send cash. If we receive your properly prepared payment on any day by 5 p.m. local time at our Payments address on this statement, we will credit to your account that day. If your payment is received after 5 p.m. local time at our Payments address on this statement, we will credit it to your account as of the next calendar day.

For all other payments or for any payment type above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

**Account Information Reported To Credit Bureaus:** We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, please write to us at Chase Card Services P.O. Box 15369, Wilmington, DE 19850-5369.

**Authorization To Convert Your Check To An Electronic Transfer Debit:** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check. Your bank account may be debited as soon as the same day we receive your payment. You will not receive your check back from your institution.

**Conditional Payments:** Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and

you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payment address shown on this statement.

**Annual Renewal Notice:** If your Account Agreement has an annual membership fee, you are responsible for it every year your Account is open. We will add your annual membership fee to your monthly billing statement once a year, whether or not you use your account. Your annual membership fee will be added to your purchase balance and may incur interest. The annual membership fee is non-refundable unless you notify us that you wish to close your account within 30 days or one billing cycle (whichever is less) after we provide the statement on which the annual membership fee is billed. Your payment of the annual membership fee does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, the annual membership fee will no longer be billed to your Account.

**Calculation Of Balance Subject To Interest Rate:** To figure your periodic interest charges for each billing cycle when a daily periodic rate(s) applies, we use the daily balance method (including new transactions). To figure your periodic interest charges for each billing cycle when a monthly periodic rate(s) applies, we use the average daily balance method (including new transactions). For an explanation of either method, or questions about a particular interest charge calculation on your statement, please call us at the toll free customer service phone number listed above.

We calculate periodic interest charges separately for each feature (for example, purchases, balance transfers, cash advances or overdraft advances). These calculations may combine different categories with the same periodic rates. Variable rates will vary with the market based on the Prime Rate or such index described in your Account Agreement. There is a transaction fee for each balance transfer, cash advance, or check transaction in the amount stated in your Account Agreement. There is a foreign transaction fee of 3% of the U.S. dollar amount of any foreign transaction for some accounts. Please see your Account Agreement for information about these fees.

**Interest Accrual:** We accrue periodic interest charges on a transaction, fee or interest charge from the date it is added to your daily balance until payment in full is received on your account.

**Credit Limit:** If you want to inquire about your options to help prevent your account from exceeding your credit limit, please call the number on the back of your card.

**Payment Allocation:** When you make a payment, generally, we first apply your minimum payment to the balance on your monthly statement with the lowest APR. Any payment above your minimum payment would generally then be applied to the balance on your monthly statement with the highest APR first. If you do not pay your balance in full each month, you may not be able to avoid interest charges on new purchases.



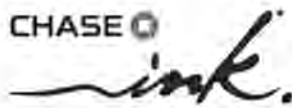
DA04252019



To manage your account, including card payments, alerts, and change of address, visit **Chase.com/cardhelp** or call the customer service number which appears on your account statement.



G1025533



## ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
05/15	Payment ThankYou Image Check	-895.70
05/16	PURCHASE INTEREST CHARGE	-.47
05/16	Payment ThankYou Image Check	-637.78
05/22	Payment ThankYou Image Check	-1,043.30
05/30	Payment ThankYou Image Check	-470.00
05/30	Payment ThankYou Image Check	-1,022.77
06/04	Payment ThankYou Image Check	-868.04
06/11	Payment ThankYou Image Check	-993.67
05/16	CKE*HUMPBACK SALLY'S BISM BISMARCK ND	52.00
05/15	PIROGUE GRILLE BISMARCK ND	128.17
05/15	EXXONMOBIL 48084248 BISMARCK ND	44.00
05/16	CKE*HUMPBACK SALLY'S BISM BISMARCK ND	21.70
05/15	KAF*BAKER'S CATALOG 802-2992240 VT	42.85
05/15	SQ *HI HONEY SALON Bismarck ND	295.18
05/15	SOUTHRIDGE CHIRO CLI BISMARCK ND	51.97
05/16	Amazon.com*MC5UL6Y90 Amzn.com/bill WA	136.30
05/19	PIROGUE GRILLE BISMARCK ND	180.96
05/20	GEE.WILLIQUORS BISMARCK ND	114.43
05/20	PIROGUE GRILLE BISMARCK ND	81.28
05/20	PLANT PERFECT BISMARCK ND	126.21
05/23	CKE*HUMPBACK SALLY'S BISM BISMARCK ND	86.50
05/22	PIROGUE GRILLE BISMARCK ND	174.22
05/23	PIROGUE GRILLE BISMARCK ND	259.17
05/26	PIROGUE GRILLE BISMARCK ND	147.13
05/26	SQ *TERRA NOMAD COMPANY Bismarck ND	31.10
05/27	SQ *TERRA NOMAD COMPANY Bismarck ND	27.86
05/27	PAPA MURPHY'S ND004 BISMARCK ND	23.00
05/28	DAIRY QUEEN #15768 BISMARCK ND	5.94
05/28	SQ *BUTTERHORN Bismarck ND	113.68
05/29	DAKOTA PHARMACY BISMARCK ND	27.97
05/29	TARGET 00021949 BISMARCK ND	79.50
05/29	SQ *TERRA NOMAD COMPANY Bismarck ND	26.57
05/29	SQ *HI HONEY SALON Bismarck ND	385.39
06/01	SQ *ANIMA CUCINA Bismarck ND	9.91
06/02	TST* THE WOOD HOUSE RESTA BISMARCK ND	22.95
06/02	PANERA BREAD #601837 P BISMARCK ND	17.63
06/03	Melaleuca Order 800-2823000 ID	188.53
06/03	PIROGUE GRILLE BISMARCK ND	138.12
06/04	PIROGUE GRILLE BISMARCK ND	196.65
06/05	BISMAN COMMUNITY FOOD BISMARCK ND	17.46
06/06	MCDONALD'S F11931 BISMARCK ND	16.39
06/06	PIROGUE GRILLE BISMARCK ND	182.54
06/06	PIROGUE GRILLE BISMARCK ND	30.30
06/05	SQ *TERRA NOMAD COMPANY Bismarck ND	35.82
06/05	ARCO RED CARPET MANDAN MANDAN ND	35.80
06/07	SQ *BUTTERHORN Bismarck ND	70.70
06/07	CKE*HUMPBACK SALLY'S BISM BISMARCK ND	31.90
06/08	SQ *TERRA NOMAD COMPANY Bismarck ND	39.53
06/09	SQ *TERRA NOMAD COMPANY Bismarck ND	3.10
06/09	BISMAN COMMUNITY FOOD BISMARCK ND	30.45
06/09	PIROGUE GRILLE BISMARCK ND	113.66
06/09	DAKOTA PHARMACY BISMARCK ND	38.32
06/11	SOUTHRIDGE CHIRO CLI BISMARCK ND	51.97
06/11	PIROGUE GRILLE BISMARCK ND	260.69
06/11	Melaleuca Order 800-2823000 ID	41.51
06/12	BISMAN COMMUNITY FOOD BISMARCK ND	13.97
06/13	PIROGUE GRILLE BISMARCK ND	156.73
06/12	SQ *HI HONEY SALON BISMARCK ND	518.53
06/13	SQ *BUTTERHORN BISMARCK ND	79.23
06/12	SQ *BUTTERHORN Bismarck ND	111.63
06/12	TARGET 00021949 BISMARCK ND	209.50
06/14	ARCO RED CARPET MANDAN MANDAN ND	7.50
06/13	PETRO SERVE USA #079 MANDAN ND	3.98
06/15	PURCHASE INTEREST CHARGE	144.66



## ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
	JACK GLASSER TRANSACTIONS THIS CYCLE (CARD <input type="checkbox"/> \$448.99- INCLUDING PAYMENTS RECEIVED	

2020 Totals Year-to-Date	
Total fees charged in 2020	\$39.00
Total interest charged in 2020	\$894.29

Year-to-date totals do not reflect any fee or interest refunds you may have received.

## INTEREST CHARGES

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
<b>PURCHASES</b>			
Purchases	19.24%(v)(d)	\$8,853.02	\$144.66
<b>CASH ADVANCES</b>			
Cash Advances	24.99%(v)(d)	- 0 -	- 0 -
<b>BALANCE TRANSFERS</b>			
Balance Transfer	19.24%(v)(d)	- 0 -	- 0 -

**31 Days in Billing Period**

(v) = Variable Rate

(d) = Daily Balance Method (including new transactions)

(a) = Average Daily Balance Method (including new transactions)

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.



# Exhibit 43

08-2022-CV-969

**From:** [redacted]@hagakommer.com>

**To:** "Jack Glasser" <jack@glasserimages.com>

**Subject:** RE: [INTERNAL] 2019 Federal Tax Return Examination of Glasser Images

**Date:** Mon, 09 Aug 2021 20:53:28 -0000

**Importance:** Normal

---

Yes I can have someone do that but we will have to charge you for our time

---

**From:** Jack Glasser <jack@glasserimages.com>

**Sent:** Monday, August 9, 2021 3:36 PM

**To:** [redacted]@hagakommer.com>

**Cc:** [redacted]@hagakommer.com>

**Subject:** Re: [INTERNAL] 2019 Federal Tax Return Examination of Glasser Images

The problem is that all of our paper receipts are just in a box mixed with other categories. Could someone at the firm get those scanned and organized along with the digital receipts? We are in the midst of peak wedding season and I, [redacted], nor any of the other staff possibly have the time while still continuing to run the business.

—  
**Jack Glasser**  
Founder  
Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Aug 9, 2021, at 8:41 AM, [redacted]@hagakommer.com> wrote:

No we don't have anyone that specializes in audits. If you can organize the receipts by dates that would help. As of right now they are only reviewing the two items mentioned so I believe she can only look at those items. As of now have reasons for the major expenses for the travel and advertising. You have such a large loss that you still won't owe taxes.

On Aug 8, 2021, at 6:34 PM, [redacted]@hagakommer.com> wrote:

Jack,

We really don't have anybody in the firm that specializes in audit representation because it just doesn't happen very often, maybe less than one or two clients out of our 10,000 get selected for an audit every year.

Yours is a limited scope audit focusing on the two things in the letter that were flagged probably because they were high in relation to your total revenue.

As long as these were legitimate business expenses that you have receipts for it should be a very easy process. My advice is to be as organized as possible, if you make the auditors job easy it will go very quickly. If you seem unorganized they can and will dig into other items.

Your receipts should total the expenses you're claiming. If you're missing receipts just itemize those and note that you're missing them don't try to hope that the auditor won't notice.

If there are personal expenses that got accidentally ran through the business then you should identify those ahead of time as well.

Again as long as these are legitimate business expenses and you have the receipts the process will go very quickly.

Thanks... [redacted]

Sent from my iPhone

**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>  
**Sent:** Friday, August 6, 2021 1:24 PM  
**To:** [redacted]@hagakommer.com>  
**Cc:** Glasser Images Accounting <[accounting@glasserimages.com](mailto:accounting@glasserimages.com)>  
**Subject:** Re: [INTERNAL] 2019 Federal Tax Return Examination of Glasser Images

What is listed is a lot. And we just have all paper receipts in a box. We do have some scanned too. How organized does this need to be?

Being that you have only been through a couple audits, is there someone at HagaKommer that deals mainly with audits? We really want and need help with this.

When we turn over all bank statements, what if it prompts a red flag on something else (ie meals, loans from the company to me, etc)?

--  
**Jack Glasser**  
Founder  
Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Aug 6, 2021, at 1:18 PM, Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)> wrote:

I did receive it. Thank you.

--  
**Jack Glasser**  
Founder  
Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Aug 6, 2021, at 12:50 PM, [redacted]@hagakommer.com> wrote:

I just got it and uploaded to our portal. You should have gotten notification.

---

**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>  
**Sent:** Friday, August 6, 2021 11:36 AM  
**To:** [redacted]@[hagakommer.com](mailto:hagakommer.com)>  
**Cc:** Glasser Images Accounting <[accounting@glasserimages.com](mailto:accounting@glasserimages.com)>  
**Subject:** Re: [INTERNAL] 2019 Federal Tax Return Examination of Glasser Images

Did you get anything yet?

--  
**Jack Glasser**  
Founder  
Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Aug 4, 2021, at 1:05 PM, [redacted]@[hagakommer.com](mailto:hagakommer.com)> wrote:

yes

---

**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>  
**Sent:** Wednesday, August 4, 2021 11:54 AM  
**To:** [redacted]@[hagakommer.com](mailto:hagakommer.com)>  
**Subject:** [INTERNAL] Fwd: 2019 Federal Tax Return Examination of Glasser Images

[redacted] can you scan and email to me when you receive it?

--  
**Jack Glasser**  
Founder  
Glasser Images  
[glasserimages.com](http://glasserimages.com)

Begin forwarded message:

**From:** [redacted]@[irs.gov](mailto:irs.gov)>  
**Subject:** RE: 2019 Federal Tax Return Examination of Glasser Images  
**Date:** August 4, 2021 at 11:53:23 AM CDT  
**To:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>  
**Cc:** [redacted]@[hagakommer.com](mailto:hagakommer.com)>

I will mail the confirmation letter and information document request today or tomorrow to Stephanie.

Thank you,

[redacted]  
Internal Revenue Service  
4503 Coleman Street Suite 101  
Bismarck, ND 58503  
ID # [redacted]  
Office Phone: [redacted]  
Fax: 844-283-3561

---

**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>  
**Sent:** Wednesday, August 4, 2021 11:51 AM  
**To:** [redacted]@irs.gov>  
**Cc:** [redacted]@hagakommer.com>  
**Subject:** Re: 2019 Federal Tax Return Examination of Glasser Images

[redacted] did confirm separately that 8/20 at 10:30am would work for her too. Let's plan on that.

—  
**Jack Glasser**  
Founder  
Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Aug 4, 2021, at 11:49 AM, [redacted]@irs.gov> wrote:

August 20<sup>th</sup> at 10:30 am would work for me.

[redacted]  
Internal Revenue Service  
4503 Coleman Street Suite 101  
Bismarck, ND 58503  
ID # [redacted]  
Office Phone: [redacted]  
Fax: 844-283-3561

---

**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>  
**Sent:** Wednesday, August 4, 2021 11:48 AM  
**To:** [redacted]@hagakommer.com>  
**Cc:** [redacted]@irs.gov>  
**Subject:** Re: 2019 Federal Tax Return Examination of Glasser Images

Would 8/20 work for everyone?

—  
**Jack Glasser**  
Founder  
Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Aug 4, 2021, at 11:46 AM, [redacted]@hagakommer.com> wrote:

Sorry but I will be in Fargo for meetings the 17-18<sup>th</sup> and then I go on vacation from August 23-31

---

**From:** Jack Glasser <jack@glasserimages.com>  
**Sent:** Wednesday, August 4, 2021 11:38 AM  
**To:** [redacted]@irs.gov>  
**Cc:** [redacted]@hagakommer.com>  
**Subject:** Re: 2019 Federal Tax Return Examination of Glasser Images

Sounds good! [redacted] does this work for you?

--  
**Jack Glasser**  
Founder  
Glasser Images  
glasserimages.com

On Aug 4, 2021, at 11:34 AM, [redacted]@irs.gov> wrote:

I did receive the Form 2848. August 18<sup>th</sup> at 10:30am will work for me. Please confirm that it works for Stephanie and then I will send out the confirmation letter and information document request.

Thank you,

[redacted]  
Internal Revenue Service  
4503 Coleman Street Suite 101  
Bismarck, ND 58503  
ID # [redacted]  
Office Phone: [redacted]  
Fax: 844-283-3561

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**From:** Jack Glasser <jack@glasserimages.com>  
**Sent:** Wednesday, August 4, 2021 11:32 AM  
**To:** [redacted]@irs.gov>  
**Cc:** [redacted]@hagakommer.com>  
**Subject:** Re: 2019 Federal Tax Return Examination of Glasser Images

we did fax over Form 2848. Did your receive it?

I could do 8/18. Would 8/18 at 10:30am work?  would that work for you to do a phone meeting?

--

**Jack Glasser**  
Founder  
Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Aug 4, 2021, at 9:57 AM, @irs.gov> wrote:

That date and time does not work for me. Could we do the 18<sup>th</sup>?

Internal Revenue Service  
4503 Coleman Street Suite 101  
Bismarck, ND 58503  
ID #   
Office Phone:   
Fax: 844-283-3561

**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>  
**Sent:** Tuesday, August 3, 2021 4:45 PM  
**To:** @irs.gov>  
**Subject:** Re: 2019 Federal Tax Return Examination of Glasser Images

Sounds good! Could we do Thursday, August 19th at 10:30am?

--

**Jack Glasser**  
Founder  
Glasser Images  
[glasserimages.com](http://glasserimages.com)



On Aug 3, 2021, at 4:06 PM, [redacted]@irs.gov> wrote:

I will mail an information document request with the interview confirmation letter. We typically give two weeks to receive the documents. The interview does not depend on me having all of the documents present. Does that help?

[redacted]  
Internal Revenue Service  
4503 Coleman Street Suite 101  
Bismarck, ND 58503  
ID # [redacted]  
Office Phone: [redacted]  
Fax: 844-283-3561

---

**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>  
**Sent:** Monday, August 2, 2021 5:28 PM  
**To:** [redacted]@irs.gov>  
**Subject:** Re: 2019 Federal Tax Return Examination of Glasser Images

[redacted]

What all needs to be provided by the interview date? Can you provide me a list before we set a date or would we be able to reschedule if more time is needed to gather everything? I am certainly we would have enough time, but I just want to make sure we have enough time to prepare all that you need.

Thank you!

—  
**Jack Glasser**  
Founder  
Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Aug 2, 2021, at 2:46 PM, [redacted]@irs.gov> wrote:

Jack,

Does any day the week of the 16<sup>th</sup> work for you? I am open on the time as well.

Thank you,

[redacted]

Internal Revenue Service  
4503 Coleman Street Suite 101  
Bismarck, ND 58503  
ID # [REDACTED]  
Office Phone: [REDACTED]  
Fax: 844-283-3561

---

**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>  
**Sent:** Monday, August 2, 2021 1:57 PM  
**To:** [REDACTED]@irs.gov>  
**Cc:** [REDACTED]@hagakommer.com>  
**Subject:** Re: 2019 Federal Tax Return Examination of Glasser Images

[REDACTED] just following up here. Thanks!

--  
**Jack Glasser**  
Founder  
Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Jul 30, 2021, at 4:35 PM, Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)> wrote:

[REDACTED]

Sounds good! What are some specific dates and times that work for you?

--  
**Jack Glasser**  
Founder  
Glasser Images  
[glasserimages.com](http://glasserimages.com)

On Jul 30, 2021, at 2:32 PM, [REDACTED]@irs.gov> wrote:

Jack,

The interview will be conducted via telephone due to our travel restrictions.

Thank you,

[REDACTED]

Internal Revenue Service  
4503 Coleman Street Suite 101  
Bismarck, ND 58503  
ID # [REDACTED]  
Office Phone: [REDACTED]  
Fax: 844-283-3561

---

**From:** Jack Glasser <[jack@glasserimages.com](mailto:jack@glasserimages.com)>

**Sent:** Friday, July 30, 2021 2:28 PM

**To:** [REDACTED]@irs.gov>

**Cc:** [REDACTED]@hagakommer.com>

**Subject:** 2019 Federal Tax Return Examination of Glasser Images

Hello [REDACTED]

It was nice visiting with you on the phone. Once I solidify what day and time works for the interview, I will be in touch. Will the interview be over the phone or in person?

—  
**Jack Glasser**  
Founder  
Glasser Images  
[glasserimages.com](http://glasserimages.com)

# Exhibit 44

08-2022-CV-969

**From:** [redacted]@glasserimages.com>

**To:** [redacted]

**Cc:** Glasser Images <mail+shoot\_77d44ccc-a9c4-11e9-b98a-06b9e40ff47d\_95d2-001b24786824@mailto.shootq.com>

**Subject:** Re: Following up regarding your second photographer

**Date:** Fri, 21 May 2021 14:25:27 -0700

**Attachments:** [redacted] Release\_of\_Claims\_unsigned.pdf

---

Hello [redacted]

Per our phone call earlier this week, I know you were very disappointed in not having a second photographer. Again, we are so sorry about this!

We certainly try our best to plan for last-minute emergencies but are not always able to do so. Second photographers are built into all our packages and not billed as a separate service to you. This is built in as a nice extra for our couples and not as a portion of the package.

However, I know you had requested a reimbursement/refund due to the situation. We would be able to offer you a \$450 refund instead of the product credit. I have that release of claims attached, and as soon as that is signed and sent back in its entirety, we'd be happy to get that refund process started for you.

I know this is a tough situation, but I so hope you both are well and had a joyous wedding!

[redacted]

Director of Client Experience and Studio Operations  
Glasser Images  
[glasserimages.com](http://glasserimages.com)

On May 18, 2021, at 4:07 PM, Glasser Images <[no-reply@shootq.com](mailto:no-reply@shootq.com)> wrote:

Hi [redacted]

I know you are already aware of the situation, but sadly there was a health emergency with your second photographer and she was not able to be at your wedding. I am so sorry about this and hope this didn't cause too much extra stress!

Rest assured, we did chat with your photographer [redacted], and I know she worked hard to capture all the magic! She has shot weddings solo previously, too, so I know she did a great job. We're excited to share your photos with you!

Due to this, we'd love to provide you an additional \$300 credit (for a total of \$600). You can use this with the code [redacted] in any of your galleries with us for prints/canvases. If you'd like to put that toward creating a custom-wedding album, or as another option, instead of adding it on, I'd be happy to get an anniversary/couples session booked for you or even provide this on a gift card to you. Let me know if you'd like to go that route instead!

I know this is very unexpected, even with all that is going on, so I truly hope this didn't add too much extra stress, and that you, [redacted] and your families were still able to celebrate with all the joy!

Thank you,

--  
[redacted]

Director of Client Experience and Studio Operations  
Glasser Images  
[glasserimages.com](http://glasserimages.com)

