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THE CASE FOR A PARDON · GLENN E. DIAZ

How can someone with a commercial security agreement that pledged his substantial assets, far above any monies received, *commit fraud?*

Glenn E. Diaz

Age 75 · 35-year prosecutor · No prior record · 50 years of finances audited, nothing found

PREPARED BY

Shelby Lynn

ON BEHALF OF GLENN E. DIAZ

INNOCENT. FULLY SECURED. WRONGLY PROSECUTED.

87 MONTHS FOR A 75-YEAR-OLD MAN WHOSE BANK COULD NOT LOSE A DOLLAR

THE QUESTION

He couldn't. *Glenn Diaz is innocent.*

Glenn Diaz borrowed on a revolving line of credit, in his own name, approved by the bank on the strength of his collateral, and secured by a master note and commercial security agreement that made everything he owned available to the bank. The bank was never exposed to a single dollar of loss. The government's own forensic accountant combed through his finances all the way back to 1975 and found nothing. Yet Glenn, a 75-year-old retired prosecutor with no criminal record, is serving 87 months in federal prison.

$0	1975	0	87
LOSS THE BANK COULD SUFFER	HOW FAR BACK THE GOVERNMENT AUDITED HIM	PRIOR CRIMINAL RECORD	MONTHS IN FEDERAL PRISON

I prepared this case summary on behalf of Glenn Diaz because I believe he is innocent, and because I believe the government used its enormous power against the wrong man. When I began reviewing his case, one question kept coming back to me, the question on the front of this document. Fraud requires deception that puts someone's money at risk. First NBC Bank held a security interest in every asset Glenn owned, worth far more than anything he ever drew. There was no risk, and there was no victim.

The government did not stop there. It sent a forensic accountant through nearly fifty years of Glenn's financial life, back to 1975. That review turned up nothing but a few audits that ended with no change. In July 2018, before any indictment, Glenn settled his loans with the company that bought them from the FDIC, paying $1.61 million, and was released from his personal obligation. What the government found instead was a 35-year public servant with clean books, a fully secured loan, and no criminal history, and it prosecuted him anyway.

Innocent. Fully secured. Wrongly prosecuted.

A pardon for Glenn E. Diaz.

Shelby Lynn

PREPARED ON BEHALF OF GLENN E. DIAZ · FOR 250PARDONS.NET · OCTOBER 2026

AT A GLANCE

Nine reasons Glenn Diaz *is innocent and should be pardoned*

01 **The bank could not lose**
A commercial security agreement pledged all of Glenn's substantial assets, far above any money he received. There was never an unsecured dollar, and there was never a loss.

02 **Fifty years of clean books**
The government's forensic accountant reviewed his finances back to 1975 and found nothing but a few audits that ended with no change. Before any indictment, his loans were settled and his obligation released.

03 **Nothing was hidden**
The credit was in his own name and Social Security number. The bank's own officer told federal investigators the bank's president did not require Glenn to use his First NBC account.

04 **Estimates, not invoices**
The documents the government called fake invoices were contractor estimates for roof and sprinkler repairs to a vacant building.

05 **The jury rejected most of the case**
Of 31 counts, jurors could not agree on 21. The government's case against him largely failed.

06 **The argument the court cut off**
At sentencing, his lawyer was interrupted mid-sentence while explaining that the master note made all of Glenn's assets security. The argument was never finished, and Glenn was denied the chance to respond.

07 **Sentenced on a loss that never happened**
His 87 months rest on "intended loss," a concept that came from guideline commentary that the Third Circuit has held courts may not use. His pledged collateral was never credited against it.

08 **Punished for going to trial**
His co-defendants, convicted on more counts, received 24 months and 6 months. Glenn, who maintained his innocence, received 87.

09 **A lifetime of service**
Thirty-five years prosecuting felonies for St. Bernard Parish, and a hero of Hurricane Katrina.

Fully secured, *fully disclosed*

Bank fraud is supposed to be about tricking a bank out of money it may never see again. Glenn's credit was built from the ground up so that could never happen.

A LINE OF CREDIT UNDER A MASTER NOTE

Glenn's credit at First NBC was a self-replenishing line of credit in his own name, governed by a written Business Loan Agreement signed on September 29, 2011, and introduced at trial as Defense Exhibit D-2. The agreement made his note a "master note" covering every advance the bank ever made to him. It is attached as **Exhibit A**, key language highlighted.

> **EXHIBIT A, PAGE 1 · "LINE OF CREDIT"**
>
> "Borrower's Note shall be considered for all purposes as a 'master note' and shall evidence any and all Loan Advances made by Lender to Borrower from time to time on a self-replenishing line of credit basis."

APPROVED ON THE STRENGTH OF HIS COLLATERAL

First NBC extended this credit for two reasons: Glenn's collateral and his reputation. Each increase was approved by the bank's leadership based on the value of what Glenn had pledged, including the clay, frac sand and gravel on his Mississippi property, which the bank itself had evaluated, and his oil and gas interests. As his lawyer told the court, "everybody, bankers on down, said his collateral was there; it was good."

BACKED BY EVERYTHING HE OWNED

The same agreement made Glenn's accounts with the bank security not just for this note, but for *every* debt he owed First NBC, "of any nature and kind whatsoever" (Exhibit A, page 3), and it defines collateral to include every mortgage, collateral mortgage and deed of trust granted for his loans, "now or in the future" (Exhibit A, page 4). In the words of his lawyer at sentencing, "by the very language of the note, the master note … all of Mr. Diaz's assets were available to the bank as security." In December 2014, First NBC also took a recorded deed of trust on his Mississippi property, including its clay, sand and gravel. His Commercial Security Agreements, discussed in Part Two, went further still. His assets, including a $3.5 million Florida industrial property, real estate, clay and frac sand deposits, and oil and gas interests documented by certified appraisals, stood far above any money Glenn ever received.

NOTHING TO HIDE, AND NO ONE HIDING IT

The loan carried Glenn's name and Social Security number. The bank tracked every draw. First NBC's president knew that funds were going to Glenn's account at Chase and knew Glenn could use them as he saw fit. To this day, no one at First NBC has claimed that Glenn did anything wrong or improper. **A man cannot launder money drawn on his own line of credit, in his own name, known to the bank's president, and fully secured by everything he owned. There was no fraud.**

Everything he owned, *on paper and under oath*

Glenn has always said he signed an agreement that made everything he owned security for the bank. The court record proves it.

THE COMMERCIAL SECURITY AGREEMENTS

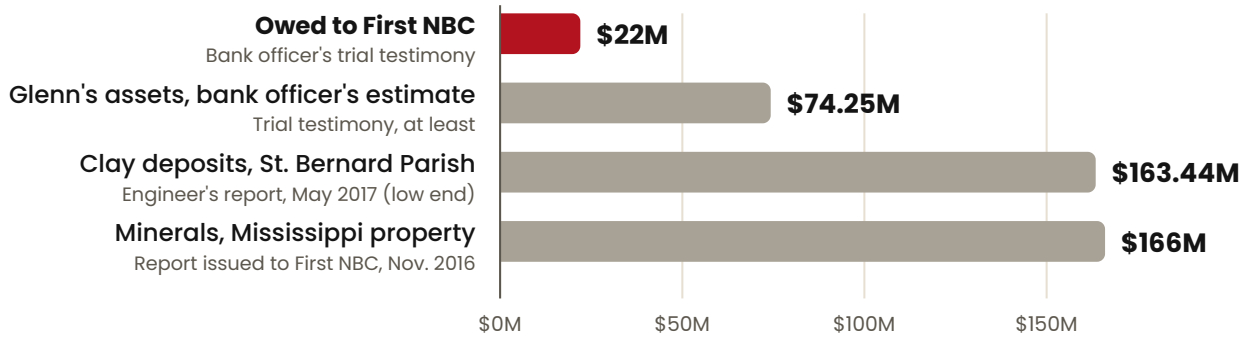
Glenn signed Commercial Security Agreements with First NBC on August 28, 2014 and August 30, 2016. Each covers property "whether now owned or hereafter acquired," and each contains this clause (Exhibit B):

> *"In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, … whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note."*

As Glenn's lawyers told the court, "the plain language of this Agreement puts all of Diaz's assets at the disposal of the bank." First NBC also held second mortgages on the Florida property and his Mississippi land and timber, and a lien on his St. Bernard clay land, estimated to hold 30 million tons of clay. **By the time of trial, that clay had already produced revenue well in excess of the money owed to the bank, proof that Glenn's means of repayment was real, not hypothetical or conjecture.**

What Glenn owed, against what stood behind it

Millions of dollars, from the trial record and reports filed in his case



Sources: Stone trial testimony (Vol. 4, p. 171); Trial Exhibit D-32; May 2017 engineering report; cited in Exhibit D.

UNDER OATH, AND BY THE EXPERT

Robert Stone, who worked at First NBC until the day it failed, testified that Glenn's assets were worth at least $74.25 million against about $22 million in debt. Asked whether a judgment against Glenn "could be executed against anything that he had," he answered: "In theory, yes."

Banking expert David D. Gibbons agreed (Exhibit C): "All of Mr. Diaz's real, financial, and intangible assets were available to repay his lenders," and had the lenders acted, "Mr. Diaz's loans would have been repaid in full."

PART THREE · THE GOVERNMENT'S OWN AUDIT

Fifty years of books. *Nothing found.*

When the government wants to find wrongdoing, it looks everywhere. In Glenn's case, it looked back nearly half a century and came up empty.

1975	~50	2018
YEAR THE FORENSIC REVIEW REACHED BACK TO	YEARS OF FINANCIAL RECORDS EXAMINED	LOANS SETTLED AND RELEASED, BEFORE ANY INDICTMENT

A FORENSIC ACCOUNTANT ON HIS TRAIL

The government assigned a forensic accountant to dig through Glenn's financial history. That review did not stop at 2016 or at First NBC. It went all the way back to 1975, the year Glenn graduated from law school, covering his entire adult financial life.

WHAT IT FOUND

Nothing. Across nearly fifty years, the only findings were a handful of audits that ended in no change, meaning the auditors confirmed everything was in order. No hidden accounts. No unpaid taxes. No pattern of deception. After First NBC failed, the FDIC chose not to pursue any of Glenn's collateral. In October 2017 it sold his loans, with a face value of more than $20 million, to a debt buyer for $322,040.45. In July 2018, three years before any indictment, Glenn settled with that buyer for $1,610,000 and executed a mutual release of all of his bank debts, in language covering all debts "from the beginning of time," a settlement the court itself recited at sentencing. The buyer made a profit of $1,287,959.55.

WHAT THAT TELLS US

People who commit fraud rarely do it once, late in life, on a fully secured loan in their own name. A man who lost about $30 million in Hurricane Katrina and repaid every lender in full, and whose books survive a fifty-year forensic review without a single finding, is not a fraudster. He is exactly what his record says he is: honest.

SECURED FROM START TO FINISH

Through all of it, every dollar Glenn drew from First NBC was covered by his commercial security agreement. His pledged assets, including the Florida industrial property, real estate, clay and frac sand deposits, and oil and gas interests documented by certified appraisals, stood far above any money he received. The audit confirms his honesty. The collateral confirms there was never a loss.

Fifty years of financial records. Not one wrong dollar.

PART FOUR · THE MAN

Thirty-five years *on the people's side*

Glenn Diaz did not come to the courthouse as a defendant. He spent his career there, protecting his community.



A LAWYER FOR PEOPLE WHO HAD NONE

Glenn earned his law degree from Loyola University New Orleans in 1975. In his final year he volunteered in the law school's clinic, representing indigent prisoners at no charge, and won an acquittal in his first case. After graduation he practiced at his cousin Melvin Perez's firm in Chalmette and kept defending poor clients in St. Bernard and Plaquemines parishes. His father died during his first year as a lawyer.

THE PARISH'S FELONY PROSECUTOR

In 1979 he joined the St. Bernard Parish District Attorney's office, where he was given the felony trial docket for every division of the court. He kept it for 35 years, until he retired in November 2014. He tried thousands of cases, including the conviction of the killer of Mario Gioe, co-owner of Rocky & Carlo's, and argued before Louisiana's appellate courts and its Supreme Court.

AN EMPLOYER AND BUILDER

Glenn founded MetalPro Industries at the Port of St. Bernard, the only steel stud plant in Louisiana. It employed more than 200 people and was named the state's best new company. He also built a successful personal injury practice.

A FATHER AND GRANDFATHER

Glenn raised three children: Troy, born in 1967, Rechelle, born in 1975, and Dana, born in 1978. Troy died on October 7, 2025, while Glenn was in prison, leaving behind a 12-year-old son. Troy's daughter, Sage, died at the age of two. Rechelle has two children of her own. Glenn is the grandfather of four, including Sage, whom the family lost so young. Above all, Troy's son needs his grandfather home, so that Glenn can devote his remaining years to caring for him.

PART FIVE · THE STORM

He stayed. *He rescued. He repaid.*

Hurricane Katrina showed exactly who Glenn Diaz is, long before anyone accused him of anything.

TWENTY-TWO FEET OF WATER

When Katrina hit in August 2005, Glenn was home in Meraux, at the center of the devastation in St. Bernard Parish. He chose not to leave. As the water rose to 22 feet in his street, he pulled his neighbors off their roofs and ferried nursing home residents by boat to high ground near his steel factory, where they could be evacuated.

LOSING NEARLY EVERYTHING

The storm cost him about $30 million. His factory, its contracts, including a deal to build 1,600 homes that week, his house, and his law practice were all lost. He received no Road Home assistance.

KEEPING THE COURTS OPEN

Glenn lived at his property in Pattison, Mississippi, and drove three hours each way to St. Bernard, where the damaged courthouse ran out of an annex. He kept the felony docket moving for the people of the parish.

PAYING BACK EVERY DOLLAR

Glenn did not walk away from his debts. MetalPro's insurance went to the lenders. He sold the factory, his oil well and oil property, and his clay pits. He kept a $15–20 million Whitney Bank loan current through the storm and never in default. By 2008, Whitney, First Bank and Trust, and First NBC had all been paid in full.

A man who lost $30 million and repaid every lender in full is not a man who sets out to cheat a bank.

A building on high ground, *and a bank that broke its word*

REBUILDING METALPRO

In 2006 Glenn bought a 150,000-square-foot industrial building on 35 acres in Florida for about $3.5 million. Above sea level, with rail and water access, it was meant to be the new MetalPro. He placed it in his children's names so they would benefit from the rebuilt business without carrying its liability, with First NBC's full knowledge and his children's blessing. He leased the building to Trane on a triple-net lease, which covered the taxes, the utilities and the mortgage note.

2016: A VACANT BUILDING

By 2016 Trane had moved out. The roof needed repair and the sprinkler system needed to be redone. Trustmark held the first mortgage on the property, and First NBC had promised Glenn it would pay that mortgage. It did not. Glenn understandably asked why he should pay to fix the roof of a building whose first mortgage the bank had left unpaid.

ESTIMATES, NEVER INVOICES

Glenn hired a contractor for the roof and sprinklers and planned to add labor through Labor Ready. The contractor provided estimates of the work to be done. They were estimates of future work, not invoices for finished work. That difference was never made clear to the jury, and it is the difference between innocence and guilt.

STORMS AND A BREAK-IN

While the work was under way, storms damaged the building, and thieves broke in and stripped its copper and wiring. They were later convicted and sentenced.

THE MONEY CAME HOME

With the construction stalled, the money came back to Glenn, less about $14,000 the contractor kept. Glenn held it at Chase, because First NBC would have swept any deposit to pay the note, leaving nothing for repairs. The bank's president knew. The bank's money was never at risk: every dollar remained secured by Glenn's commercial security agreement and his substantial assets.

NOT CONVICTED ON THE CONTRACTOR'S TRANSACTIONS

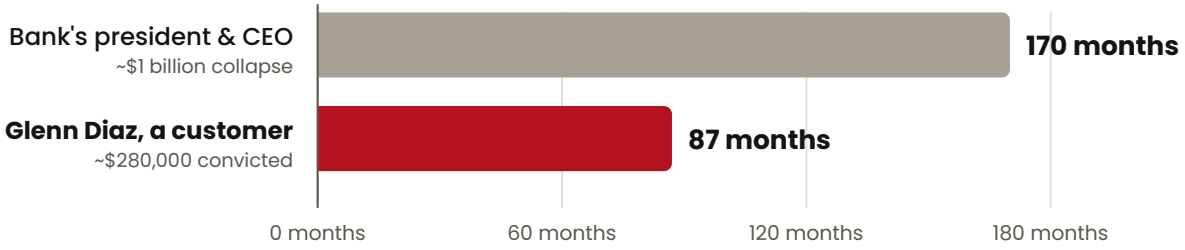
The government built much of its story around the contractor's estimates and the checks that came back. Yet Glenn was not convicted on any of the substantive counts involving the contractor's transactions.

The bank's CEO wrecked it. *The customer got half his sentence.*

First NBC collapsed in April 2017, costing the FDIC about $1 billion and about 500 people their jobs. Its own president and CEO had hidden troubled loans from the board, auditors and regulators for years. He was convicted on 43 counts and sentenced to 170 months.

Two sentences from the same failed bank

Months in federal prison



U.S. Attorney's Office, E.D. La., Sept. and Oct. 2023.

Glenn was a customer, never an owner, director or officer. **At trial, it was stipulated that Glenn had nothing to do with the failure of First NBC.** Indicted in December 2021 and tried in April 2023, he was convicted on 10 counts involving about $280,000. The jury could not agree on 21 others, and Glenn was not convicted on any of the substantive counts involving the contractor's transactions. The court sentenced him at age 72 to 87 months. It refused to subtract the collateral from the loss, and it barred his defense from showing the jury how the bank itself was run. On January 21, 2025, the Fifth Circuit affirmed in a brief, unpublished per curiam opinion, one that carries no precedential weight and never reached the intended-loss question.

21 OF 31
Counts on which twelve jurors could not agree he was guilty.

$0 CREDITED
Value given to his pledged assets when the court calculated loss.

PART EIGHT · THE ARGUMENT THE COURT CUT OFF

The document that proved his collateral *was never heard*

The document that made all of Glenn's assets security for the bank was in evidence from the start. At sentencing, his lawyer was cut off mid-sentence arguing it.

WHAT THE MASTER NOTE SAID

On October 19, 2023, Glenn's lawyer Herbert Larson argued that loss should be measured by actual loss, because the bank held collateral:

> **SENTENCING TRANSCRIPT, PAGES 6–7**
>
> "Basically, all of Mr. Diaz's assets, including those pledged directly behind the three loans, all of Mr. Diaz's assets were available to the bank as security. That's what the master note provides. … The bank had the right contractually under the master note to go after all —"

CUT OFF MID-SENTENCE

He never finished. The court interrupted: "*Mr. Larson, when did you discover this case*?" But nothing about the master note was new. It had been in evidence since trial as Defense Exhibit D-2, and Glenn's lawyers had filed it with the court again, as Exhibit A to his sentencing memorandum, eight days before sentencing. The only new item was a supporting appeals-court decision. The issue itself had been squarely before the court all along.

The same was true of Glenn's **commercial security agreements** (Exhibit B). They were part of the court record, and the master note in evidence expressly incorporated "all … security agreements, mortgages, deeds of trust" signed with the loan. Together they secured every dollar the bank advanced, whether or not a separate note was ever signed: the master note covers "all sums advanced by Lender … or credited to Borrower's deposit account(s)," and the security agreements secure "all obligations, debts and liabilities … whether related or unrelated to the purpose of the Note." Every overdraft was secured. The bank had zero risk, and there could be no intended loss.

FIVE MINUTES FOR SEVEN YEARS

Instead of taking the time to work through the master note and the collateral it described, the court took a five-minute recess, skimmed the cited decision, and ruled that it did not apply. That was an error in judgment. A seven-year sentence turned on the value of Glenn's collateral, and the contract proving that collateral (Exhibit A) was never fully argued, never examined line by line, and never credited.

Glenn was not even allowed to answer. After the prosecutor's final remarks he asked, "*Do I get to respond? I don't get to respond, Your Honor*?" The court proceeded to impose 87 months.

Sentenced on *"intended loss"*

Glenn's 87 months were driven by a paper "loss" the jury never found, built on guideline commentary, with every dollar of his collateral left out.

HOW THE NUMBER DROVE THE SENTENCE

Probation calculated a "loss" of about $900,000, the total of every check listed in the indictment, and not one dollar of collateral was credited against it. Because that figure fell between $550,000 and $1.5 million, 14 offense levels were added. That number set his range of 87 to 108 months.

HE WAS NEVER FOUND GUILTY OF THAT "LOSS"

The jury did not convict Glenn of a $900,000 fraud. The checks in the counts he was convicted on totaled $280,541.32; on the remaining counts, the jury could not agree. The court nonetheless swept in the full $900,000, treating it as "intended loss" under the Sentencing Commission's commentary. Relying on that commentary, the court expanded the guideline beyond its plain words and used a loss the jury never found to set his sentence.

THE CHECKS WERE NEVER UNSECURED

The government called the overdrafts "an unsecured loan" because some advances had not yet been written into a separate note. That made no difference. The commercial security agreements unequivocally secured "all obligations, debts and liabilities" Glenn owed the bank, "whether related or unrelated to the purpose of the Note," and the master note made him liable for "all sums advanced ... or credited to Borrower's deposit account(s)." Money advanced without a signed note was every bit as secured as money advanced with one. **Not one cent of any bank advance given to Glenn was unsecured. There was never a loss, much less an intended loss.**

"INTENDED LOSS" CAME FROM COMMENTARY, NOT THE GUIDELINE

In October 2023, the fraud guideline itself said nothing about "intended loss." That idea lived only in commentary. Eleven months earlier, in *United States v. Banks*, 55 F.4th 246 (3d Cir. 2022), a federal appeals court held that this commentary "sweeps more broadly than the plain language of the guideline," and that loss means actual loss.

Glenn's lawyers raised *Banks*; the court declined to follow it. In Pennsylvania, New Jersey or Delaware, he would have been judged on actual loss. "Intended loss" did not enter the guideline text until November 2024.

HIS COLLATERAL WAS NEVER SUBTRACTED

The guidelines' own "credits against loss" rule (Application Note 3(E)(ii)) reduces loss by the fair market value of collateral the defendant pledged, measured at sentencing. The Fifth Circuit applied that rule in *United States v. Goss*, the case Glenn's lawyer was arguing when he was cut off. Not one dollar of Glenn's collateral was credited, and by sentencing his loans had long since been settled for $1.61 million and released. The question was waived on appeal and never reviewed. **No actual loss. No intended loss. No credit for the collateral. Yet 87 months.**

PART TEN · A WEAPONIZED PROSECUTION

The full power of the government, *aimed at the wrong man*

First NBC was destroyed from the inside by its own executives. It was stipulated at trial that Glenn had nothing to do with its failure. Yet the government chose to treat a fully secured customer as a criminal.

CHARGES PILED ON CHARGES

The government indicted Glenn in December 2021, then returned with a superseding indictment that added 12 more counts. By trial he faced 31 counts. Twelve jurors could not agree he was guilty on 21 of them. A prosecution that fails on two of every three counts is an overcharged one.

THE DEFENSE WAS KEPT FROM THE JURY

Glenn's lawyers were barred from showing the jury how First NBC actually operated: how his credit was approved, what the bank knew, and the president's awareness of where the funds went.

- **His lawyer was stopped.** The court stopped Frank DeSalvo from addressing the bank's own misrepresentations to Glenn and the two times Glenn's loan was mishandled by the bank.
- **The key bank witness was shielded.** Glenn's lawyers were not allowed to fully cross-examine Bill Bennett. Bennett was not Glenn's loan officer; by his own account to federal investigators, he only "babysat" the loan for Ashton Ryan and had no authority over it.
- **The man who knew was never heard.** Ashton Ryan, the banker who actually managed Glenn's loan and could have explained its full history, was not allowed to be called as a witness.

HIS COLLATERAL WAS TREATED AS WORTHLESS

At sentencing, a loan secured by everything Glenn owned was treated as though it were secured by nothing, and the sentence was built on "intended loss" from commentary another federal appeals court has rejected.

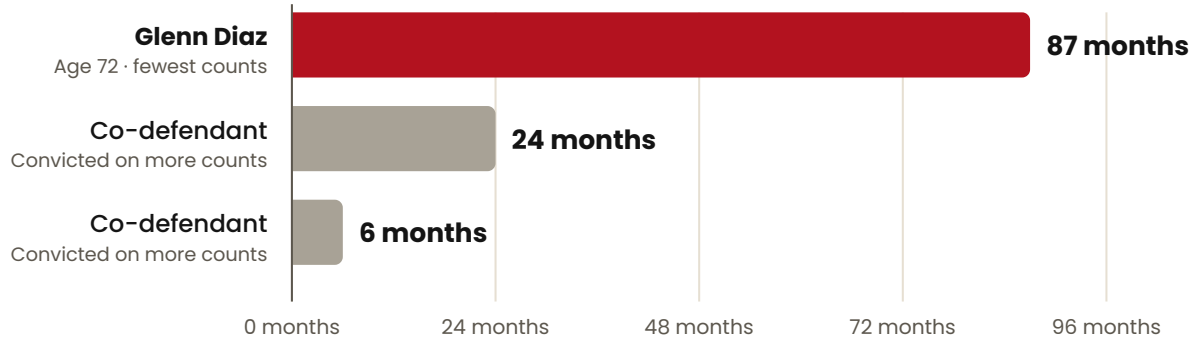
> **HOW CAN THERE BE ANY LOSS AT ALL?**
>
> By the time Glenn was sentenced in October 2023, his loans had already been settled: in July 2018, before any indictment was ever brought, he paid $1.61 million to the company that bought them from the FDIC for $322,040, and his obligation was released. The plain language of the guideline, as the Third Circuit held in *Banks*, requires an actual loss. And the guidelines' own collateral rule measures loss at the time of sentencing. At the time of sentencing, there was no loss at all. How can a man intend a loss on a debt that was fully secured and then fully released? There was nothing left to lose, and nothing he could have intended to take.

When a government can turn a fully secured loan into a seven-year sentence, no American with a bank account is safe.

Same trial. *Punished for innocence.*

Prison terms in the same case

Months; co-defendants are not named



U.S. Attorney's Office, E.D. La., Oct. 24, 2023.

3.6×	14.5×	Oldest
LONGER THAN THE NEXT TERM	LONGER THAN THE SHORTEST	DEFENDANT IN THE CASE

Three men sat at the same defense table before the same judge. The two co-defendants were each convicted on more counts than Glenn. One received 24 months, the other six. Both told the court they were sorry. Glenn would not confess to a crime he did not commit, and the court called him the leader. For standing on his innocence, the oldest man in the courtroom received by far the longest term.

Maintaining your innocence should not cost a 72-year-old man the rest of his healthy life.

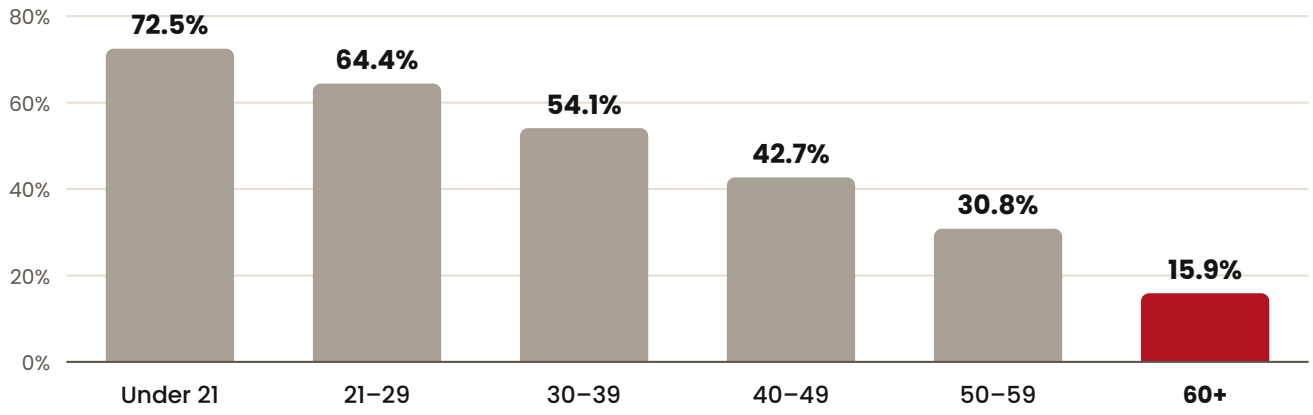
The Office of the Pardon Attorney names "disparity or undue severity of sentence" as a reason to grant relief. Glenn's case presents both.

The data says: *he is no risk*

The U.S. Sentencing Commission follows tens of thousands of federal offenders for eight years after release. Age and criminal history are among the strongest predictors of whether someone offends again, and Glenn sits at the safest end of both.

Rearrest drops sharply with age

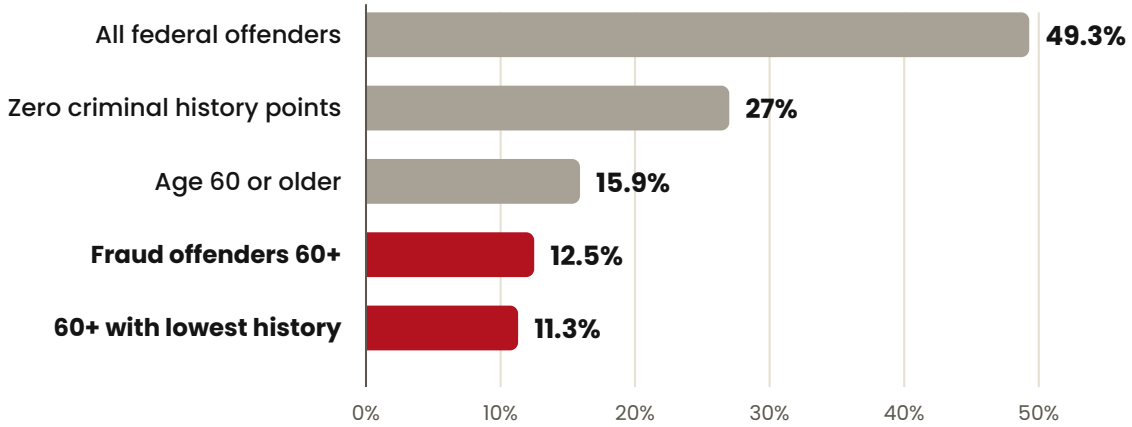
Share rearrested within 8 years, by age at release (2010 release cohort)



U.S. Sentencing Commission, Recidivism of Federal Offenders Released in 2010 (2021).

People like Glenn rarely return

Share rearrested within 8 years, by profile



USSC, Recidivism of Federal Offenders Released in 2010 (2021); Effects of Aging on Recidivism (2017); Amendment 821 in Brief (2023). Cohorts differ.

Glenn is 75, has no prior record, no law license, and no bank at the center of the case. Keeping him in prison buys the public almost no added safety.

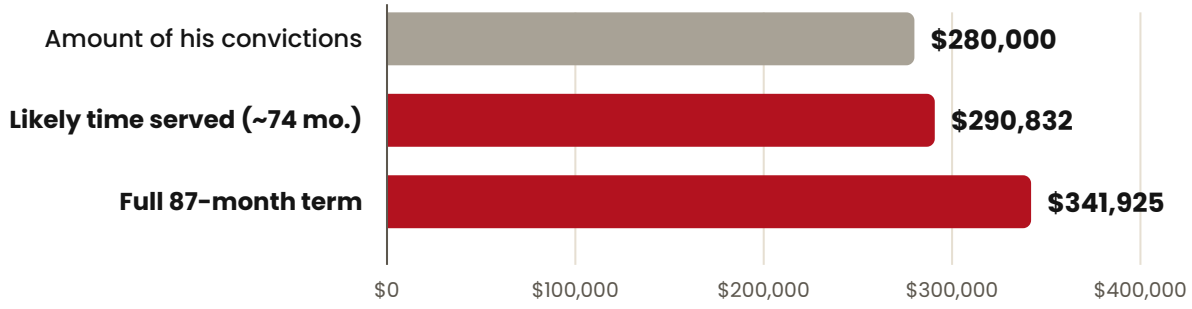
PART THIRTEEN · COST

Taxpayers pay more *than the case was about*

The Bureau of Prisons puts the average cost of federal incarceration at $47,162 a year in fiscal 2024, or $129.21 a day. Older prisoners cost more: the Justice Department's Inspector General found inmates 50 and older cost about 8% more on average, with far higher medical spending.

Imprisoning Glenn costs more than the amount he was convicted of

U.S. dollars, at the FY2024 federal average



Federal Bureau of Prisons, Cost of Incarceration Fee FY2024 (Dec. 2025). Time served assumes 54 days of good-conduct credit per year.

MEASURE	COST TO TAXPAYERS
Each day	$129.21
Each year	$47,162
Likely time served	about $290,800
Full sentence	about $341,900
Full sentence, age-adjusted	about $369,000

The public is paying hundreds of thousands of dollars to confine an innocent 75-year-old man whose debt was secured by his commercial security agreement all along.

Every factor *points toward a pardon*

FACTOR	GLENN DIAZ
Guilt	Innocent. A fully secured, fully disclosed line of credit under a master note (Exhibit A).
Bank failure	Stipulated at trial: Glenn had nothing to do with First NBC's failure.
Harm to the bank	None possible; every dollar secured by his commercial security agreement and substantial assets.
Financial history	Forensic review back to 1975 found only no-change audits. Loans settled for $1.61 million and released in July 2018, before any indictment.
A fair hearing	Lawyer cut off arguing the master note; key bank witness shielded; Ashton Ryan never called; Glenn denied the chance to respond
Sentence disparity	87 months vs. 24 and 6 for co-defendants convicted on more counts.
Loss calculation	Based on "intended loss" from commentary (rejected in *Banks*); pledged collateral never credited under the credits-against-loss rule.
Custody and health	Spotless disciplinary record; counsels younger inmates; serious health issues limit his mobility (Exhibit E).
Age	75 today; late seventies at release under the current sentence.
Criminal history	None. A zero-point offender.
Public safety	Rearrest risk for his profile is about 11–13%.
Service	35 years as a prosecutor; Katrina rescues; 200-job employer.
Losses already suffered	Career, law license, reputation, his freedom, and his son's final years; Troy died in October 2025 while Glenn was in prison.
Family	Troy's 12-year-old son has lost his father and needs his grandfather home to care for him.
Cost	$47,162 per year, more in total than the amount of his conviction.

HIS FAMILY

Glenn's son Troy left behind a 12-year-old boy who has now lost his father. Glenn is the father figure that boy lost, and being kept from caring for him is, for Glenn, as devastating as losing his son. **Get him home to his grandson!**

PART FIFTEEN · THE VOICE OF HIS PARISH

"Bring Mr. Diaz home *where he belongs*"

On December 27, 2025, Louis Pomes, President of St. Bernard Parish, wrote to Louisiana Governor Jeff Landry asking him to urge President Trump to grant Glenn a full pardon. His letter is attached as Exhibit E.

> ***"I have known him personally and professionally for over 50 years. He has a spotless record and reputation before this injustice against him."***
>
> LOUIS POMES · PRESIDENT, ST. BERNARD PARISH

WHAT THE PARISH PRESIDENT TOLD THE GOVERNOR

- **He is no danger.** "He is now 75 years old and serving an 87-month sentence in a minimum-security federal facility. By every account, including the court record, he poses no danger to the public."
- **The loss was never real.** "The government's alleged loss was based on 'intended' rather than actual loss. This 'loss' was the primary driver for the long prison term he received."
- **His loans were fully secured** "by real property and mineral interests that exceeded $80 million in value," and "bank witnesses confirmed that he intended to repay the loans."
- **His debts were released.** In 2018 Glenn and the holder of his loans "executed a mutual release of all of Mr. Diaz's bank debts," covering all debts "from the beginning of time."
- **The trial was unfair.** His lawyers "were stopped from completing opening statements," crucial witnesses "were not allowed to be fully cross examined," the defense "was prohibited from mentioning the guilty pleas and conviction of bank officials," and "Mr. Diaz's own bank expert, after being accepted by the court, was not allowed to testify."
- **His conduct in prison.** "Mr. Diaz has maintained a spotless disciplinary record. He suffers from serious health issues that limit his mobility and prevent him from working, yet he continues to counsel younger inmates and to live his faith with dignity."
- **A family in mourning.** When his son died, "Mr. Diaz was permitted only a short furlough to attend the funeral and console his 11 year old grandson. … continued confinement serves no rehabilitative or public-safety purpose."

Mr. Pomes wrote on behalf of himself and "hundreds of St. Bernard parish residents who know and admire Glenn Diaz," calling Glenn "one of our most distinguished citizens."

THE REQUEST

Pardon Glenn Diaz. *Clear his name.*

Glenn E. Diaz is innocent. On his behalf, I respectfully ask the President of the United States to grant him a full and unconditional pardon, or at a minimum to commute his sentence to time served while his name is cleared.

01 **A full and unconditional pardon**
Because there was no crime: a fully secured, fully disclosed line of credit under a master note, a fifty-year record of clean finances, and a prosecution that should never have been brought.

02 **At minimum, commutation to time served**
Immediate release, with his two years of supervised release left in place.

WHAT HURTS HIM MOST

Glenn has lost his career, his law license, his good name and his freedom for a crime he did not commit. He lost his son Troy while he was behind bars, and was permitted only a short furlough to attend the funeral and console his grandson. But what hurts him most today is not being home to care for Troy's 12-year-old son. For Glenn, that is just as devastating as the loss of his son. His grandson has lost his father, and Glenn is the father figure that boy has left. He needs his grandfather home.

HIS PLAN FOR COMING HOME

Glenn will return to his family in Louisiana under the supervision of the U.S. Probation Office and meet every condition of release. Nothing matters more to him than being home to care for his grandson, and he will devote his remaining years to raising him.

An innocent man. A grandson who lost his father. Get him home to his grandson.

INNOCENT. FULLY SECURED. WRONGLY PROSECUTED.

PARDON GLENN DIAZ · #43AMERICANS · 250PARDONS.NET

Shelby Lynn

ON BEHALF OF GLENN E. DIAZ · OCTOBER 2026

REFERENCE

Timeline

WHEN	WHAT HAPPENED
1975	Graduates Loyola law school; wins acquittal for an indigent client in his first clinic case.
1979–2014	Assistant District Attorney, St. Bernard Parish; runs the felony trial docket for 35 years.
Before 2005	Builds MetalPro Industries, 200+ employees, Louisiana's only steel stud plant.
Aug. 2005	Hurricane Katrina; rescues neighbors and nursing home residents; loses about $30 million.
2006	Buys Florida industrial property for $3.5 million to rebuild MetalPro; leases it to Trane.
By 2008	Every lender repaid in full.
Dec. 2014	First NBC takes a recorded deed of trust on his Mississippi property, including its clay, sand and gravel.
Aug. 2014	Signs a Commercial Security Agreement cross-collateralizing all of his obligations to First NBC.
2016	Building vacant; roof and sprinkler estimates; storms and a break-in; Trustmark mortgage left unpaid by First NBC.
Apr. 2017	First NBC fails because of its leadership's hidden bad loans.
Oct. 2017	FDIC declines to pursue his collateral and sells his loans, face value over $20 million, for $322,040.
July 2018	Before any indictment, Glenn settles his loans for $1.61 million with the company that bought them from the FDIC for $322,040, and is released.
Dec. 2021	Glenn indicted, U.S. v. Diaz, No. 2:21-cr-179 (E.D. La.).
Nov. 2022	Third Circuit decides *United States v. Banks*: loss means actual loss, not intended loss.
Apr. 2023	Convicted on 10 counts involving about $280,000; jury hung on 21.
Sept. 2023	Bank's former CEO sentenced to 170 months.
Oct. 2023	Glenn, 72, sentenced to 87 months; his lawyer is cut off while arguing the master note, and Glenn is denied a chance to respond.
Nov. 2024	Sentencing Commission moves "intended loss" from commentary into the guideline text.
Jan. 2025	Fifth Circuit affirms in an unpublished per curiam opinion (No. 23-30751).
Oct. 2025	His son Troy dies while Glenn is in prison.
Dec. 2025	St. Bernard Parish President Louis Pomes asks Governor Landry to support a presidential pardon.
2026	Law license resigned; campaign for his pardon begins.

REFERENCE

Sources

1. Official Transcript of Sentencing Proceedings, United States v. Glenn E. Diaz, No. 21-179 "H" (E.D. La. Oct. 19, 2023), Cathy Pepper, CRR, Official Court Reporter.
2. U.S. Attorney's Office, E.D. La., jury verdict release, Apr. 26, 2023 (via FDIC-OIG). fdicoig.gov
3. U.S. Attorney's Office, E.D. La., sentencing release, Oct. 24, 2023. justice.gov
4. United States v. Diaz, No. 23-30751 (5th Cir. Jan. 21, 2025). ca5.uscourts.gov
5. U.S. Attorney's Office, E.D. La., First NBC CEO sentencing, Sept. 2023. justice.gov
6. U.S. Sentencing Commission, Recidivism of Federal Offenders Released in 2010 (2021). ussc.gov
7. U.S. Sentencing Commission, The Effects of Aging on Recidivism Among Federal Offenders (2017). ussc.gov
8. U.S. Sentencing Commission, Amendment 821 in Brief (2023). ussc.gov
9. Federal Bureau of Prisons, Average Cost of Incarceration Fee, FY2024 (Dec. 2025). federalregister.gov
10. DOJ Office of the Inspector General, The Impact of an Aging Inmate Population on the BOP (2015). oig.justice.gov
11. DOJ Office of the Pardon Attorney, About the Office. justice.gov
12. United States v. Banks, 55 F.4th 246 (3d Cir. 2022); see U.S. Sentencing Commission, Amendment 827 (eff. Nov. 1, 2024). ussc.gov
13. United States v. Goss, 549 F.3d 1013 (5th Cir. 2008). ca5.uscourts.gov
14. Business Loan Agreement between Glenn E. Diaz and First NBC Bank, Sept. 29, 2011, Loan No. 1000044852 (Trial Exhibit D-2; Doc. 243-1, filed Oct. 11, 2023). Attached as Exhibit A.
15. Commercial Security Agreements between Glenn E. Diaz and First NBC Bank, Aug. 28, 2014 and Aug. 30, 2016 (Doc. 301-2). Attached as Exhibit B.
16. Expert disclosure of banking expert David D. Gibbons, Mar. 13, 2023 (Doc. 301-3). Attached as Exhibit C.
17. Defendant Glenn Diaz's Memorandum Regarding Restitution, Doc. 301 (Dec. 5, 2023). Attached as Exhibit D.
18. Letter from Louis Pomes, President of St. Bernard Parish, to Governor Jeff Landry, Dec. 27, 2025. Attached as Exhibit E.

NOTES

Glenn Diaz's career, Katrina experience, business and banking history, the Florida property, the 2016 events, the forensic accounting review and family details come from his own account given to this project in October 2026; supporting documents are being assembled for the formal petition. Recidivism figures measure rearrest within eight years. Co-defendants are not named. This summary was prepared by an advocate. Its criticism is directed at the government's charging and sentencing choices; it does not accuse any individual of a crime.

EXHIBIT A

The Master Note

Business Loan Agreement between Glenn E. Diaz and First NBC Bank

Document	Business Loan Agreement, Loan No. 1000044852
Date	September 29, 2011
Parties	Glenn E. Diaz (Borrower) and First NBC Bank (Lender); signed by both
Trial record	Defense Trial Exhibit D-2; filed as Exhibit A to Glenn Diaz's Sentencing Memorandum, Doc. 243-1 (Oct. 11, 2023)

HIGHLIGHTED LANGUAGE

1. **Page 1 · Line of Credit.** The note is "a 'master note'" that "shall evidence any and all Loan Advances made by Lender to Borrower from time to time on a self-replenishing line of credit basis." Advances "may be requested orally or in writing," and Glenn is liable "for all sums advanced by Lender … or credited to Borrower's deposit account(s) with Lender."
2. **Page 3 · Deposit Accounts.** Security is granted "to secure any and all other loans, notes, indebtedness and obligations that Borrower may now and in the future owe to Lender … of any nature and kind whatsoever."
3. **Page 4 · Collateral.** "all property and assets granted as collateral security for a Loan, whether real or personal property, … whether granted now or in the future."
4. **Page 5 · Lender.** "FIRST NBC BANK, its successors and assigns, and any subsequent holder or holders of Borrower's Loan and Note."
5. **Page 5 · Related Documents.** Incorporates "all … security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments."
6. **Page 5 · Security Interest.** "any and all types of collateral security, present and future."

The pages that follow reproduce the document as filed with the court. Yellow highlighting and red margin marks were added by the author of this summary to identify the language discussed above; no other changes were made.

YELLOW HIGHLIGHTING ADDED

Motion for Acquittal and New Trial

Ex. "A"

00000010000448520929201100000070LN

BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$425,000.00	09-29-2011	09-28-2012	1000044852			***	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Borrower: GLENN E. DIAZ
1096 R. OWENS ROAD
PATTISON, MS 39144

Lender: FIRST NBC BANK
MAIN OFFICE
210 BARONNE STREET
NEW ORLEANS, LA 70112

THIS BUSINESS LOAN AGREEMENT dated September 29, 2011, is made and executed between GLENN E. DIAZ ("Borrower") and FIRST NBC BANK ("Lender") on the following terms and conditions. Borrower has applied to Lender for a loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

APPLICATION FOR AND PURPOSE OF THE LOAN. Borrower has applied to Lender for a Loan in the aggregate principal amount of $425,000.00 for the following purpose:**TO SUPPORT WORKING CAPITAL NEEDS.**.

BORROWER'S NOTE. Lender has agreed to consider making Loan Advances to Borrower, from time to time, one or more times, on a revolving line of credit basis up to a maximum principal amount outstanding at any one or more times not to exceed **$425,000.00**, or such other amounts as to which Lender may agree. Borrower agrees to be bound and obligated under the terms and conditions of this Agreement and Lender's procedures and additional requirements for requesting Loan Advances.

LINE OF CREDIT. Borrower's Note shall be considered for all purposes as a "master note" and shall evidence any and all Loan Advances made by Lender to Borrower from time to time on a self-replenishing line of credit basis. Loan Advances under Borrower's Note may be requested orally or in writing. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums advanced by Lender under Borrower's Loan and Note in accordance with the instructions of any officer or other representative of Borrower or credited to Borrower's deposit account(s) with Lender. Borrower additionally agrees that the unpaid principal balance outstanding under Borrower's Loan and Note shall at all times be evidenced by endorsements on the Note, or alternatively, by Lender's internal records, including Lender's daily computer print-out. Borrower additionally agrees that Lender may, within its sole judgment, refuse to extend Loan Advances to Borrower whenever Lender determines or has reason to believe that any one or more of the following conditions exists or will occur: (a) the amount of the requested Loan Advance will result in Borrower exceeding its maximum line of credit; (b) Borrower is not complying or has not complied with Lender's procedures and additional requirements for requesting Loan Advances; (c) Borrower has failed to provide Lender with satisfactory documentation to support the requested Loan Advance; (d) Lender has reason to believe that Borrower is not presently complying, or has not complied with the terms and conditions of this Agreement, or has committed or is in the process of committing an Event of Default hereunder; or (e) Lender deems itself to be insecure with regard to the repayment of Borrower's Loan and Note. Lender shall have no obligation or liability to Borrower or to any other person or persons arising out of or in any way accruing from Lender's reasonable refusal to extend Loan Advances to Borrower for any of the reasons stated above.

TERM. This Agreement shall be effective as of September 29, 2011, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Business Activities. Borrower maintains an office at 1096 R. OWENS ROAD, PATTISON, LA 39144. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's principal office address or any change in Borrower's name. Borrower shall do all things necessary to comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: **None.**

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the

TRIAL EXHIBIT
D-2
USDC, EDLA NO. 21-cr-179
exhibitsticker.com

Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation. There are no suits or proceedings pending, or to the knowledge of Borrower, threatened against or affecting Borrower or Borrower's assets, before any court or by any governmental agency, other than those previously disclosed to Lender in writing, which, if adversely determined, may have a material adverse effect on Borrower's financial condition or business.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Information. All information heretofore or contemporaneously herewith furnished by Borrower to Lender for the purposes of or in connection with this Agreement or any transaction contemplated hereby is, and all information hereafter furnished by or on behalf of Borrower to Lender will be, true and accurate in every material respect on the date as of which such information is dated or certified; and none of such information is or will be incomplete by omitting to state any material fact necessary to make such information not misleading.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Compliance Certificates. Unless waived in writing by Lender, provide Lender at least annually, with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental

authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. Borrower recognizes and agrees that Lender may incur certain expenses in connection with Lender's exercise of rights under this Agreement. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, Encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral, including without limitation, the purchase of insurance protecting only Lender's interest in any Collateral. Lender may further take such other action or actions and incur such additional expenditures as Lender may deem to be necessary and proper to cure or rectify any actions or inactions on Borrower's part as may be required under this Agreement. Nothing under this Agreement or otherwise shall obligate Lender to take any such actions or to incur any such additional expenditures on Borrower's behalf, or as making Lender in any way responsible or liable for any loss, damage, or injury to any Collateral, to Borrower, or to any other person or persons, resulting from Lender's election not to take such actions or to incur such additional expenses. In addition, Lender's election to take any such actions or to incur such additional expenditures shall not constitute a waiver or forbearance by Lender of any Event of Default under this Agreement. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Capital Expenditures. Make or contract to make capital expenditures, including leasehold improvements, in any fiscal year in excess of $_____ or incur liability for rentals of property (including both real and personal property) in an amount which, together with capital expenditures, shall in any fiscal year exceed such sum.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, or (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change ownership, dissolve or transfer or sell Collateral out of the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

DEPOSIT ACCOUNTS. As collateral security for repayment of Borrower's Note and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations that Borrower may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), and to the extent permitted by law, Borrower is granting Lender a continuing security interest in any and all funds that Borrower may now and in the future have on deposit with Lender or in certificates of deposit or other deposit accounts as to which Borrower is an account holder (with the exception of IRA, pension, and other tax-deferred deposits). Borrower further agrees that, to the extent permitted by law, Lender may at any time apply any funds that Borrower may have on deposit with Lender or in certificates of deposit or other deposit accounts as to which Borrower is an account holder against the unpaid balance of Borrower's Note and any and all other present and future indebtedness and obligations that Borrower may then owe to Lender, in principal, interest, fees, costs, expenses, and reasonable attorneys' fees.

EVENTS OF DEFAULT. The following actions or inactions or both shall constitute Events of Default under this Agreement:

Default Under the Note. Should Borrower default in the payment of principal or interest under the Note or any of the Indebtedness.

Default Under this Agreement. Should Borrower violate, or fail to comply fully with any of the terms and conditions of, or default under this Agreement.

Other Defaults in Favor of Lender. Borrower or any guarantor defaults under any other loan, extension of credit, security right, instrument, document, or agreement, or obligation in favor of Lender.

Default in Favor of Third Parties. Should Borrower or any Guarantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property, or any Guarantor's ability to perform their respective obligations under this Agreement, or any Related Document, or pertaining to the Indebtedness.

Death. Borrower, or any guarantor of the Indebtedness, dies.

Insolvency. Should the suspension, failure or insolvency, however evidenced, of Borrower or any Guarantor occur or exist.

Readjustment of Indebtedness. Should proceedings for readjustment of indebtedness, reorganization, composition or extension under any insolvency law be brought by or against Borrower or any Guarantor.

Assignment for Benefit of Creditors. Should Borrower or any Guarantor file proceedings for a respite or make a general assignment for the benefit of creditors.

Receivership. Should a receiver of all or any part of Borrower's property, or the property of any Guarantor, be applied for or appointed.

Dissolution Proceedings. Proceedings for the dissolution or appointment of a liquidator of Borrower or any guarantor are commenced.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf, the Note, is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insecurity. Lender in good faith believes itself insecure with regard to repayment of the Loan.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise.

Lender shall have the right at its sole option, to accelerate payment of Borrower's Note in full, in principal, interest, costs, expenses, attorneys' fees, and other fees and charges, as well as to accelerate the maturity of any and all other loans and/or obligations that Borrower may then owe to Lender, whether direct or indirect, or by way of assignment or purchase of a participation interest, and whether absolute or contingent, liquidated or unliquidated, voluntary or involuntary, determined or undetermined, due or to become due, and whether now existing or hereafter arising, and whether Borrower is obligated alone or with others on a "solidary" or "joint and several" basis, as a principal obligor or as a surety, of every nature and kind whatsoever, whether any such indebtedness may be barred under any statute of limitations or otherwise may be unenforceable or voidable for any reason whatsoever.

Lender shall have the additional right, again at its sole option, to file an appropriate collection action against Borrower and/or against any guarantor or guarantors of Borrower's Loan and Note, and/or to proceed or exercise any rights against any Collateral then securing repayment of

Borrower's Loan and Note. Borrower and each guarantor further agree that Lender's remedies shall be cumulative in nature and nothing under this Agreement or otherwise, shall be construed as to limit or restrict the options and remedies available to Lender following any event of default under this Agreement or otherwise.

Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. No amendment, modification, consent or waiver of any provision of this Agreement, and no consent to any departure by Borrower therefrom, shall be effective unless the same shall be in writing signed by a duly authorized officer of Lender, and then shall be effective only as to the specific instance and for the specific purpose for which given.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees in an amount not exceeding 25.000% of the principal balance due on the Loan and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees in an amount not exceeding 25.000% of the principal balance due on the Loan and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees in an amount not exceeding 25.000% of the principal balance due on the Loan and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Louisiana without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Louisiana.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. To give Borrower any notice required under this Agreement, Lender may hand deliver or mail the notice to Borrower at Borrower's last address in Lender's records. If there is more than one Borrower under this Agreement, notice to a single Borrower shall be considered as notice to all Borrowers. To give Lender any notice under this Agreement, Borrower (or any Borrower) shall mail the notice to Lender by registered or certified mail at the address specified in this Agreement, or at any other address that Lender may have given to Borrower (or any Borrower) by written notice as provided in this section. All notices required or permitted under this Agreement must be in writing and will be considered as given on the day it is delivered by hand or deposited in the U.S. Mail as provided herein.

Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised a part of it, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing in nature, shall be deemed made and redated by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Louisiana Commercial Laws (La. R.S. 10: 9-101, et seq.). Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached or to be attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means GLENN E. DIAZ and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, in principal, interest, costs, expenses and attorneys' fees and all other fees and charges together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means FIRST NBC BANK, its successors and assigns, and any subsequent holder or holders of Borrower's Loan and Note, or any interest therein.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note executed by GLENN E. DIAZ in the **principal amount of $425,000.00 dated September 29, 2011**, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions of and for the note or credit agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include individually, collectively, interchangeably and without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED SEPTEMBER 29, 2011.

BORROWER:

X _____
GLENN E. DIAZ

LENDER:

FIRST NBC BANK

By: _____
Authorized Officer

LASER PRO Lending, Ver. 5.67.10.001 Copr. Harland Financial Solutions, Inc. 1997, 2011 All Rights Reserved. - LA C:\HARLAND\CFI\LPL\C40.FC TR-5313 PR-17CV

EXHIBIT B

The Commercial Security Agreements

Commercial Security Agreements between Glenn E. Diaz and First NBC Bank

Documents	Commercial Security Agreements (Loan Nos. 1000044852 and 1000145249)
Dates	August 28, 2014 and August 30, 2016
Parties	Glenn E. Diaz (Grantor) and First NBC Bank (Lender); signed by Glenn
Court record	Exhibit B to Defendant Glenn Diaz's Memorandum Regarding Restitution, Doc. 301-2 (Dec. 5, 2023)

HIGHLIGHTED LANGUAGE

1. **Collateral Description.** Collateral is property "whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located."
2. **Clay pit.** The pledged clay pit in St. Bernard Parish "is estimated to contain thirty million (30,000,000) tons of clay material."
3. **Cross-Collateralization.** "In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender … whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note."
4. **Related Documents.** Incorporates "all promissory notes, credit agreements, loan agreements, … security agreements, mortgages, deeds of trust, security deeds, collateral mortgages."

The pages that follow reproduce the document as filed with the court. Yellow highlighting and red margin marks were added by the author of this summary to identify the language discussed above; no other changes were made.

"0000001000044852%DAA0012%0235%08282014%436827750"

COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$7,650,000.00	08-28-2014	10-27-2014	1000044852	4A / 035	DAA0012	81	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Grantor: GLENN E. DIAZ
1098 R OWENS ROAD
PATTISON, MS 39144

Lender: FIRST NBC BANK
MAIN OFFICE
210 BARONNE STREET
NEW ORLEANS, LA 70112

THIS COMMERCIAL SECURITY AGREEMENT dated August 28, 2014, is made and executed between GLENN E. DIAZ ("Grantor") and FIRST NBC BANK ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

All Royalty Proceeds paid to Borrower from the sale of oil, gas, or any other materials from Oil Wells names Iberville A-1 and Iberville B-5 ONLY located in St. Martin Parish, State of Louisiana, Happy Town Field operated by Apollo Energy LTD.; no other mineral rights or interest are included, said wells are depth restricted to eleven thousand fee (11,000'); THE PAYMENT FROM THIS SOURCE IS LIMITED TO THE AMOUNT OF THE INDEBTEDNESS AND IS NOT AN ASSIGNMENT, MORTGAGE OR TRANSFER OF OWNERSHIP OF ANY RIGHTS OR INTEREST IN THE LAND OTHER THAN TO PAY THE INDEBTEDNESS, EVEN AFTER ANY POSSIBLE FUTURE DEFAULT.

All net proceeds obtained by negotiated contracts which net proceeds are paid to the Borrower from negotiated contracts from the sale of clay, sand, soil or any other material classified as a mineral or not, to a depth not to exceed three hundred (300) feet from the Borrower's clay pit located at 3000 LA HWY 46 in Verret, St. Bernard Parish, Louisiana; The said pit consists of cells A,B,C,D and E ONLY as identified to the U.S. Army Corps of Engineers (USACE) and is estimated to contain thirty million (30,000,000) tons of clay material for levee building; The available dig site is bounded on the north by LA HWY 46 and on the south by Bayou Road; excluded is any other land outside the property so identified and cells F, G and H on property outside this description and any woodland or weland or areas prohibited by landowner where woodland and wetland are impacted inside the dig site; also excluded is any mineral identified as an oil, gas or other hydrocarbon, and the right to lease, explore drill or obtain any such oil or gas mineral. THE PAYMENT FROM THIS SOURCE IS LIMITED TO THE AMOUNT OF THE INDEBTEDNESS AND IS NOT AN ASSIGNMENT, MORTGAGE OR TRANSFER OF OWNERSHIP OF ANY RIGHTS OR INTEREST IN THE LAND OTHER THAN TO PAY THE INDEBTEDNESS, EVEN AFTER ANY POSSIBLE FUTURE DEFAULT.

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

(A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.

(B) All products and produce of any of the property described in this Collateral section.

(C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.

(D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the authorized signer(s); (4) change in Grantor's principal office address; (5) change in Grantor's principal residence; (6) conversion of Grantor to a new or different type of business entity; or (7) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or principal residence will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities

YELLOW HIGHLIGHTING ADDED

DocuSign Envelope ID: CF068AD3-9CCF-4AE1-8770-CD4D3BF5A28D

COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$3,350,000.00	08-30-2016	08-29-2017	1000145249	4A7 033	DAA0012	81	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Grantor: GLENN E. DIAZ
1096 R OWENS ROAD
PATTISON, MS 39144

Lender: FIRST NBC BANK
MAIN OFFICE
210 BARONNE STREET
NEW ORLEANS, LA 70112

THIS COMMERCIAL SECURITY AGREEMENT dated August 30, 2016, is made and executed between GLENN E. DIAZ ("Grantor") and FIRST NBC BANK ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

All Royalty Proceeds paid to Borrower from the sale of oil, gas, or any other materials from Oil Wells names Iberville A-1 and Iberville B-5 ONLY located in St. Martin Parish, State of Louisiana, Happy Town Field operated by Apollo Energy LTD.; no other mineral rights or interest are included, said wells are depth restricted to eleven thousand fee (11,000'); THE PAYMENT FROM THIS SOURCE IS LIMITED TO THE AMOUNT OF THE INDEBTEDNESS AND IS NOT AN ASSIGNMENT, MORTGAGE OR TRANSFER OF OWNERSHIP OF ANY RIGHTS OR INTEREST IN THE LAND OTHER THAN TO PAY THE INDEBTEDNESS, EVEN AFTER ANY POSSIBLE FUTURE DEFAULT.

All net proceeds obtained by negotiated contracts which net proceeds are paid to the Borrower from negotiated contracts from the sale of clay, sand, soil or any other material classified as a mineral or not, to a depth not to exceed three hundred (300) feet from the Borrower's clay pit located at 3000 LA HWY 46 in Verret, St. Bernard Parish, Louisiana; The said pit consists of cells A,B,C,D and E ONLY as identified to the U.S. Army Corps of Engineers (USACE) and is estimated to contain thirty million (30,000,000) tons of clay material for levee building; The available dig site is bounded on the north by LA HWY 46 and on the south by Bayou Road; excluded is any other land outside the property so identified and cells F, G and H on property outside this description and any woodland or wetland or areas prohibited by landowner where woodland and wetland are impacted inside the dig site; also excluded is any mineral identified as an oil, gas or other hydrocarbon, and the right to lease, explore drill or obtain any such oil or gas mineral. THE PAYMENT FROM THIS SOURCE IS LIMITED TO THE AMOUNT OF THE INDEBTEDNESS AND IS NOT AN ASSIGNMENT, MORTGAGE OR TRANSFER OF OWNERSHIP OF ANY RIGHTS OR INTEREST IN THE LAND OTHER THAN TO PAY THE INDEBTEDNESS, EVEN AFTER ANY POSSIBLE FUTURE DEFAULT.

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

(A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.

(B) All products and produce of any of the property described in this Collateral section.

(C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.

(D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the authorized signer(s); (4) change in Grantor's principal office address; (5) change in Grantor's principal residence; (6) conversion of Grantor to a new or different type of business entity; or (7) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or principal residence will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as

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$3,350,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED AUGUST 30, 2016.

GRANTOR:
DocuSigned by:
X Glenn E. Diaz
GLENN E. DIAZ
CE131C4C4...

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EXHIBIT C

The Banking Expert

Expert disclosure of David D. Gibbons, bank supervision and credit risk expert

Document	Rule 16 expert disclosure, letter to the U.S. Attorney's Office
Date	March 13, 2023
Expert	David D. Gibbons; 27 years with the Office of the Comptroller of the Currency
Court record	Exhibit C to Doc. 301 (Doc. 301-3); also Docs. 124-2 and 243-8

HIGHLIGHTED LANGUAGE

1. II.A. "All of Mr. Diaz's real, financial, and intangible assets were available to repay his lenders."
2. II.B. His loans were about 50% of the value of his collateral pledged as of late 2016.
3. II.C. His December 2012 financial statement showed about $65 million in assets; a November 2016 report valued his Mississippi minerals at $166 million.
4. III.C. and III.F. First NBC "placed no controls on the use of funds by Mr. Diaz" and "approved hundreds of overdrafts for Mr. Diaz without asking what the funds were used for."
5. III.I. to III.K. "Had any of the lenders taken appropriate action to force Mr. Diaz to sell the assets securing the LOCs, Mr. Diaz's loans would have been repaid in full."
6. III.M. The FDIC "chose to sell Mr. Diaz's fully secured personal obligations."

The pages that follow reproduce the document as filed with the court. Yellow highlighting and red margin marks were added by the author of this summary to identify the language discussed above; no other changes were made.

YELLOW HIGHLIGHTING ADDED

B. A personal LOC is extended to an individual borrower for his/her personal use. The money borrowed from and owed to the lender is the responsibility of that individual. Sources of repayment come from the borrower's personal assets and/or income. Repayment capacity is typically supported by a credit check, credit score, income verification, and loan application listing personal assets and liabilities, net worth, and income. If secured by collateral, then that collateral can be used by the lender to recover its money in the event of a default by the borrower. The size of the LOC amount will be dictated by the borrower's documented repayment capacity and, if secured, by the value of collateral pledged. In the event of default, if the collateral pledged is insufficient to satisfy the loan the lender can seek a judgement against the borrower and his/her remaining assets or income for any deficiency balance.

C. A business LOC is generally extended to support specific needs of a borrowing business entity, e.g., working capital and temporary financing needs. Generally used to provide a business borrower liquidity to handle timing differences between cash inflows and obligations. Generally extended directly to a business borrowing entity, i.e., XYZ Company. May be unsecured or secured. When secured, it is generally secured by specific business assets (inventory, receivables, equipment, etc.) and/or the entire business (an all-assets lien). May also be secured by the business owner's personal guarantee. Typically, business LOCs are for relatively short-term needs such as financing inventory and accounts receivable, or as temporary financing until permanent financing is secured. Size of the LOC will be determined by lender's analysis of business repayment capacity and collateral pledged. At the end of the LOC's term, all amounts owed under the LOC are due and payable. Options are for the business to repay the LOC, or refinance the LOC. When businesses have longer-term financing needs, other forms of lending are more appropriate. LOCs should not be "evergreen," i.e., fully drawn and continually refinanced. Evergreen financing is a red flag that LOC monies intended for shorter term working capital needs have become a longer-term financing requirement of the business. When a business is the borrowing entity, individual business owners are not obligated for repayment unless they personally guarantee the business LOC.

II. FNBC, FDIC, and SBN did not handle Mr. Diaz's loans properly.

A. Mr. Diaz was personally obligated to repay FNBC, FDIC as receiver for FNBC, and SBN ("the lenders") for all his FNBC borrowings. All of Mr. Diaz's real, financial, and intangible assets were available to repay his lenders.

B. Mr. Diaz's borrowings at FNBC were secured by several his assets with significant value (FNBC's loans to Diaz were approximately 50% of the value of his collateral pledged as of late 2016), and if the value of those assets fell short of satisfying Diaz's loans, FNBC could seek a judgment against Diaz for any deficiency balance.

C. Mr. Diaz's total personal assets were substantial. His December 20, 2012 personal financial statement indicated approximately $65 million in assets. That financial statement did not assign a value to the clay on Mr. Diaz's property in Verret, Louisiana. Throughout the lending relationship, FNBC assigned a collateral value to the Verret property of at least $27 million, and

credit file comments suggest that the value of the Verret property could be much higher. In addition, an independent Mineral Evaluation Report issued to FNBC in November 2016 estimated the mineral reserve value of approximately 244 acres of Diaz's Mississippi property to be $166 million.

D. The problems with Mr. Diaz's loans were created by (1) FNBC's unsafe and unsound lending and credit administration and collection practices, (2) the failure of FNBC, which was based on FNBC's unsafe and unsound lending practices, (3) FDIC's (as Receiver for FNBC) decision to sell Diaz's loans to SBN rather than collecting them, (4) SBN's unwillingness to collect the Diaz loans by enforcing the lending and security agreements with Diaz in his personal capacity, and (5) SBN's choice to settle the loans for a 92% discount to face value.

III. FNBC failed to administer Mr. Diaz's loans in a manner that was in the best interests of the bank and Mr. Diaz.

A. FNBC lent to Mr. Diaz based on perceived and speculative collateral values, as opposed to his ability to repay from liquid assets and cash flows.

B. FNBC financed all interest due and payable on Mr. Diaz's loans (from origination in 2011 through, at least, 2016) either from additional advances and/or from Mr. Diaz's savings accounts at FNBC, which held interest payment reserves created by LOC advances. On loan # 45249 alone, $2.183 million of the $3.350 million advanced was placed into Mr. Diaz's savings account, under the Bank's control, for future payments on his loans.

C. FNBC failed to enforce its loan policies and loan agreements with Mr. Diaz. It placed no controls on the use of funds by Mr. Diaz, it had no visibility into his use of funds, and Mr. Diaz disclosed that he was using loan proceeds for personal expenses.

D. FNBC failed to exercise its rights under the borrowing agreements.

E. FNBC's lending arrangements and lending conduct with Mr. Diaz nullified FNBC's ability to lend for business purposes only. Mr. Diaz borrowed for business purposes, but in a personal capacity. As a result, business and personal purposes were intermingled and, mostly, indistinguishable. Further, most of the advances to Mr. Diaz were to cover overdrafts, with the funds ultimately deposited in another bank.

F. FNBC allowed Diaz to overdraw his accounts at will and enforced no lender discipline in the process. FNBC approved hundreds of overdrafts for Mr. Diaz without asking what the funds were used for.

G. FNBC did not collect Mr. Diaz's loans in the best interests of the bank or Mr. Diaz himself. The bank lent Mr. Diaz substantial funds even after the bank's own internal credit reports indicated that Mr. Diaz's liquid assets and cash flows were insufficient to repay his loans.

H. Until FNBC was about to be closed, it did not seek to enforce its lending agreements with Mr. Diaz, it did not stop lending to Mr. Diaz, and it did not attempt to collect Mr. Diaz's loans either in ordinary course or aggressively.

I. Until the FDIC, as receiver for FNBC, sold Mr. Diaz's loans to SBN and SBN settled with Mr. Diaz for an amount less than what he owed, Mr. Diaz had no personal gain from his loan transactions with the bank. Mr. Diaz owed the full amount of the LOCs to FNBC and then, later, to FDIC as receiver and to SBN as purchaser of the loans. FNBC, FDIC and SBN were secured lenders and had Mr. Diaz's valuable assets as collateral, and Mr. Diaz was obligated to repay the loans in a personal capacity. As a result, all of Mr. Diaz's asset holdings were available to repay the lenders.

J. Had any of the lenders taken appropriate action to force Mr. Diaz to sell the assets securing the LOCs, Mr. Diaz's loans would have been repaid in full.

K. Simply put, Mr. Diaz owed the full amount of his FNBC loans personally and had sufficient personal assets to repay the loans.

L. Mr. Diaz's fully secured personal obligation for the full amount of his loans was released by SBN in settlement of said loans, therefore SBN created any alleged personal gain to Mr. Diaz.

M. FDIC, as receiver for FNBC, chose to sell Mr. Diaz's fully secured personal obligations to FNBC to SBN.

IV. FNBC's unsafe and unsound lending, credit administration, and collection practices compounded Mr. Diaz's debt levels and his inability to repay from sources other than asset sales.

A. A pattern of continuing overdraft activity is an unsafe and unsound banking practice, and FNBC did little to nothing to constrain Mr. Diaz's overdrafts. FNBC allowed Mr. Diaz to borrow money by continuously overdrawing his checking account at FNBC. Mr. Diaz wrote checks for which he did not have sufficient funds. FNBC approved each overdraft check, individually, causing his checking account to be overdrawn by large sums almost every month. Later, FNBC would either advance existing, or new, LOC funds to clear or reduce Diaz's negative checking account balances. FNBC was paying/refinancing Mr. Diaz's overdrafts with LOC proceeds without any discipline in the process.

B. FNBC did not enforce its lending agreements with Mr. Diaz with regards to his use of loan funds. By lending to Mr. Diaz in a personal capacity, any distinction between business and personal monies became obscured. Mr. Diaz disclosed to FNBC that some of Mr. Diaz's borrowings were being used for personal purposes.

1. Due to the unsafe and unsound way the Diaz borrowing/lending relationship with FNBC worked, FNBC did not track what its loan funds were used for and did little, if nothing,

EXHIBIT D

The Restitution Memorandum

Defendant Glenn Diaz's Memorandum Regarding Restitution (excerpts)

Document	Doc. 301, U.S. v. Diaz, No. 21-cr-179 (E.D. La.)
Date	December 5, 2023
Filed by	Glenn Diaz's counsel: Gibbens, DeSalvo, Larson and Mitchell

HIGHLIGHTED LANGUAGE

1. **Page 3.** The security agreement "puts all of Diaz's assets at the disposal of the bank" and "cross-collateralizes" all of his assets against all of his debts.
2. **Page 4.** First NBC officer Robert Stone testified a judgment against Glenn "could be executed against anything that he had." His assets were worth at least $74.25 million against $22 million in debt.
3. **Page 5.** Glenn and the bank were working on a repayment plan when the FDIC took over; the FDIC then "elected not to pursue any of the collateral."
4. **Pages 9–10.** The FDIC sold his loans for $322,040.45. In July 2018 Glenn settled them for $1,610,000, and the buyer made a $1,287,959.55 profit.

The pages that follow reproduce the document as filed with the court. Yellow highlighting and red margin marks were added by the author of this summary to identify the language discussed above; no other changes were made.

provide a legally accurate description of the legal rights and obligations that existed between Glenn Diaz and First NBC from the date of Diaz's first loan, up to the date First NBC was placed into receivership.

A. The banking relationship between First NBC and Glenn Diaz

The banking relationship between First NBC and Glenn Diaz started on September 29, 2011 – the date Glenn Diaz executed the first promissory note in favor of First NBC.[6] Multiple "change in term" agreements followed, as well as "Commercial Security Agreements." As can be seen from the face of the Commercial Security Agreement attached hereto as Exhibit B, the plain language of this Agreement **puts all of Diaz's assets at the disposal of the bank.**

The "COLLATERAL DESCRIPTION" in that Agreement provides as follows: "In addition, the word 'Collateral' also includes all the following, whether now owned or hereinafter acquired, whether now existing or hereafter arising, and wherever located . . ."

In addition, the Agreement "cross-collateralizes" all of Glenn Diaz's assets, against all of his debts: "CROSS-COLLATERALIZATION: In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereinafter arising . . . ."

In the words of David D. Gibbons, the banking expert retained by Diaz:[7] "Mr. Diaz was personally obligated to repay FNBC, FDIC as receiver for FNBC, and SBN ("the lenders") for all his FNBC borrowings. All of Mr. Diaz's real, financial, and intangible assets were available to

[6] This "Business Loan Agreement," attached as Exhibit A, described the first note thusly: "Borrower's Note shall be considered for all purposes as a "master note" and shall evidence any and all Loan Advances made by Lender to Borrower from time to time on a self-replenishing line of credit basis."

[7] Expert Report of David D. Gibbons, p.2, attached as Exhibit C.

repay his lenders."

This obligation was corroborated by the trial testimony of Robert Stone, an employee of First NBC between 2014, and April 28, 2017 – the date First NBC went into receivership.[8]

> Q. (by Mr. Gibbens): Well, if Mr. Diaz had a loan in his personal capacity, he signed it, the bank could have sued him and gotten a judgment against him for whatever that amount was, right?
>
> A. (by Mr. Stone) That's right.
>
> Q. That judgment could be executed against anything that he had.
>
> A. In theory, yes.[9]

Equally significant is that the master note signed by Glenn Diaz made any overdrafts he created subject to the same terms and conditions as the "master note:" "Borrower agrees to be liable for all sums advanced by Lender under Borrower's Loan and Note in accordance with the instructions of any officer or other representative of Borrower **or credited to Borrower's deposit account)(s) with Lender."** (emphasis added)(Exhibit A, p. 1, para. 4 – "LINE OF CREDIT."

In short, any overdrafts in Glenn Diaz's deposit account(s) with the bank were also secured by all of Glenn Diaz's assets – and those assets were more than sufficient to satisfy all of Glenn Diaz's indebtedness to the bank as of the date the bank closed.[10] Significantly, up until the time

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[8] Vol. 4, p. 151, trial transcript.

[9] Vol. 4, p. 186, *id.*

[10] Testimony of Robert Stone, trial transcript, vol. 4, p. 171 – assets estimated to be worth at least $74.25 million, against $22 million in indebtedness; expert report of David D. Gibbons, Exhibit C, at p. 3; Exhibit D to Motion for New Trial, Mineral Valuation Report assigning a value of $166 million to Diaz's property in Hancock County, Mississippi, on which First NBC held a deed of trust. See Trial Exhibit D-32; In addition to having a right to all of Glen Diaz's assets, First NBC held additional security devices on specific pieces of property: a (second) mortgage on the Florida property, (Trial Transcript, Vol. 4, p. 156); and a (second) mortgage on land and timber in Hancock County, Mississippi, (Trial Transcript, Vol. 4, p. 157); and a UCC lien on land in St. Bernard, which held clay deposits that as of May, 2017 were estimated to have a fair

FDIC took over First NBC, Glenn Diaz and Robert Stone, on behalf of First NBC, were working on a play to repay First NBC:

> In the middle of April [2017], the plan was to meet with the borrower [Glenn Diaz] to discuss the overdraft and the loans were being demanded. Anything after that is really moot because, yes, the idea was to follow the Trustmark foreclosure and then determine what we would do, but of course we never got to that point.

(Trial transcript, vol. 4, pp.184-185, testimony of Robert Stone).

The value of Glenn Diaz's assets notwithstanding, FDIC, in its role as receiver, ultimately elected not to pursue any of the collateral held by Glenn Diaz, but instead chose to sell his loans, including his overdrafts, to third parties: SBN V FNBC LLC ("Summit"), and Republic Credit Corp. (Republic). Both purchasers now are being treated as "victims" by the Government. See Government's Restitution Memorandum, p. 1, and p. 3, f.n.3, f.n.4. The significance of this decision by the FDIC is discussed *infra.*

THE GENERAL LEGAL STANDARDS FOR RESTITUTION

Counsel for Glenn Diaz agrees with the Government that restitution in this case is controlled by 18 U.S.C. A. § 3663A, or the "MVRA," which requires "[m]andatory restitution to victims of certain crimes." Section (c)(1)(A)(ii) of that statute provides that "[t]his section shall apply in all sentencing proceedings for convictions of * * * an offense against property under this title . . . including any offense committed by fraud or deceit . . . ." Bank fraud is one such offense.

With regard to offenses involving fraud, except in the circumstance described in 18 U.S.C.A. § (c)(3), a sentencing court is required to order a defendant or defendants to pay restitution to a victim or victims of the offense, in an amount that is equal to the actual "loss" incurred by the victim or victims. See *United States v. De Leon*, 728 F.3d 500, 507 (5th Cir.

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market value of between $163.44 million and $211.69 million, according to a May 2017 report prepared by Edumundo Jose LaPorte, a licensed professional engineer in the State of Louisiana.

In short, the claim made on behalf of Seago Fire Protection does not meet the most basic criterion for an order of restitution: "The 'general rule is that a district court can award restitution to victims of the offense, but the restitution award can encompass only those losses that resulted directly from the offense for which the defendant was convicted.'" *United States v. Arledge*, 553 F.3d 881, 898 (5th. Cir.2008) quoting *United States v. Maturin*, 488 F.3d 657, 660-661 (5th Cir. 2007).

B. Summit

The Government has performed convoluted calculations with regard to Summit, (Government's Restitution Memorandum, pp. 4-5, and Exhibits C, F, G, & H), none of which the Court need consider, because Summit cannot, as a matter of law, be considered a victim.

As the Government notes, on October 18, 2017, Summit purchased three of Glenn Diaz's loans (and accompanying change in term agreements) from FDIC, as follows:

Loan #1000145249 – loan amount: $3,350,000.

Loan #1000098741 – loan amount: $ 965,207.34

Loan #1000044852 – loan amount: $16,610,708.92.

According to Government Exhibit C, Summit paid a grand total of $322,040.45 for these

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lexicon *i.e.* that both the calculation for loss and for restitution were based on relevant conduct—and then maintains that she never waived her right to object to the use of relevant conduct. But this argument misunderstands the nature of the two related but legally distinct concepts. Restitution is a payment of losses sustained by victims of crime. *See* 18 U.S.C. § 3663A(a)(1). It is limited to the actual losses caused by the specific conduct underlying the offense. *United States v. Orillo,* 733 F.3d 241, 244 (7th Cir.2013). A loss calculation, used for sentencing purposes on the other hand, can also include the amount a defendant placed at risk (*United States v. Swanson,* 394 F.3d 520, 527 (7th Cir.2005)) and must be based on the conduct of conviction and relevant conduct that is criminal or unlawful. *Orillo,* 733 F.3d at 244, *United States v. Littrice,* 666 F.3d 1053, 1060 (7th Cir.2012). *United States v. Locke*, 759 F.3d 760, 765 (7th Cir. 2014).

loans. In July, 2018, Glenn Diaz settled his indebtedness to Summit, as the new owner of these loans, for $1,610,000.00. See Rec. Doc. 243-7. Consequently, Summit made a profit of $1,287,959.55 on the First NBC/Diaz loans. This precludes restitution.[14]

At least four Circuit Courts of Appeal, including the Fifth Circuit, have addressed whether "successor lenders" can be owed restitution. And in every instance, the Court of Appeals has held that when a successor lender paid less for the note/mortgage than it received in a subsequent sale, there can be no restitution, because "[a]ny restitution award to the successor lender in such a case would simply add to its profit rather than making it whole. This we cannot allow [under the MVRA]." *United States v. Martin*, 803 F.3d 581, 595 (11th Cir. 2015), relying upon *United States v. Howard*, 784 F.3d 745, 750-51 (10th Cir. 2015); *United States v. Beacham*, 774 F.3d 267, 278-79 (5th Cir. 2014); and *United States v. Chaika*, 695 F.3d 741, 748-49 (8th Cir. 2012).

In short, Summit is not a victim under the MVRA, and is owed nothing – not by the FDIC, and certainly not by Glenn Diaz.

C. Republic

As is the case with Summit, Republic purchased part of Glenn Diaz's indebtedness - $582,063.92, for which it paid 1%, or $5,820.64. And like Summit, Republic has no loss attributable to the offenses of which Glenn Diaz's was convicted.

Put another way, if Republic lost money, (and there is no evidence that it did), it did so because it was speculating in purchasing debt from a failed bank, not because it was the "victim" of bank fraud committed by Glenn Diaz, that is, it was not an entity "directly harmed by the defendant's criminal conduct in the course of the scheme or pattern." 18 USCA § 3663A(a)(2).

[14] It does not, however, preclude giving Glenn Diaz a credit or offset for the monies paid by Summit against any restitution order, because that is a different inquiry.

EXHIBIT E

The Parish President's Letter

Letter from Louis Pomes, President of St. Bernard Parish, to Governor Jeff Landry

Document	Letter in support of a presidential pardon for Glenn E. Diaz
Date	December 27, 2025
From	Louis Pomes, President, St. Bernard Parish
To	The Honorable Jeff Landry, Governor of the State of Louisiana

HIGHLIGHTED LANGUAGE

1. Page 1. Known to the author for over 50 years; a spotless record; 75 years old in a minimum-security facility; "poses no danger to the public."
2. Page 1. Loss based on "intended" rather than actual loss; loans "fully secured by real property and mineral interests that exceeded $80 million"; a 2018 mutual release of all bank debts "from the beginning of time."
3. Pages 1–2. Opening statements cut short, cross-examination limited, bank officials' guilty pleas excluded, and Glenn's own bank expert not allowed to testify.
4. Page 2. A spotless disciplinary record in custody, serious health issues, and only a short furlough for his son's funeral.
5. Page 2. "Mr. Diaz has always maintained his innocence."

The pages that follow reproduce the signed letter from a scanned copy, cropped and cleaned for legibility. Two case reference numbers in the first paragraph have been redacted. Yellow highlighting and red margin marks were added by the author of this summary; no other words were changed.

YELLOW HIGHLIGHTING ADDED

December 27, 2025
The Honorable Jeff Landry
Governor of the State of Louisiana
P.O. Box 94004
Baton Rouge, LA 70804

Re: Support for Presidential Pardon — Mr. Glenn E. Diaz

Dear Governor Landry,

As President of St. Bernard Parish, and as a personal friend of yours I respectfully write to ask for your support to request a Presidential Pardon for Mr. Glenn E. Diaz [redacted]

Mr. Diaz is now retired as of 2014 has spent most of his life serving this community. He has been a practicing lawyer since 1975 and for more than thirty-five years he served honorably as an Assistant District Attorney in St. Bernard Parish in charge of all felony prosecutions in every division of court, handling over 300,000 cases. He is known for his hard work in this community, also known for his fairness, integrity, and dedication to the law and his love of wildlife preservation and conservation. He had never faced any criminal allegation before his 2023 conviction in the Eastern District of Louisiana for conspiracy-related offenses connected to the failure of First NBC Bank. I have known him personally and professionally for over 50 years. He has a spotless record and reputation before this injustice against him. He has never faced any criminal allegations before. He is now 75 years old and serving an 87-month sentence in a minimum-security federal facility. By every account, including the court record, he poses no danger to the public.

The circumstances of his conviction and sentence are highly unusual and the full pardon I am seeking your help to obtain will correct this injustice. The jury hung on twenty-one of twenty-three counts, and the government's alleged loss was based on "intended" rather than actual loss. This "loss" was the primary driver for the long prison term he received. All of Mr. Diaz's loans were fully secured by real property and mineral interests that exceeded $80 million in value. Bank witnesses confirmed that he intended to repay the loans and was actively marketing property to do so before the bank's collapse. Years earlier, in 2018, Mr. Diaz and the bank's successor institution executed a mutual release of all of Mr. Diaz's bank debts. The release language included all debts "from the beginning of time." Extinguishing any debt obligation whatsoever. Despite this clear release language and these facts, he received one of the harshest sentences among all defendants connected to the bank's failure, even longer than most bank officers themselves. Mr. Diaz only a bank customer, not even an officer or employee.

Most court observers agree that the trial was unfair. For many reasons his defense lawyers were stopped from completing opening statements. Crucial witnesses were not allowed to be fully cross examined. Defense was prohibited from mentioning the guilty pleas and conviction of bank officials to show the corruption of the bank and not Mr. Diaz. Mr. Diaz's own bank expert after

YELLOW HIGHLIGHTING ADDED

being accepted by the court, was not allowed to testify by the court to show his innocence to discuss facts to prove he did nothing wrong in using his personal line of credit that was fully collateralized.

In custody, Mr. Diaz has maintained a spotless disciplinary record. He suffers from serious health issues that limit his mobility and prevent him from working, yet he continues to counsel younger inmates and to live his faith with dignity. Tragically, his son passed away during his incarceration, and Mr. Diaz was permitted only a short furlough to attend the funeral and console his 11 year old grandson. At his age and in his medical condition, continued confinement serves no rehabilitative or public-safety purpose. None of this makes any sense.

I believe a Presidential Pardon would be both compassionate and just. This is the very reason our constitution grants our president the plenary power to issue and grant such a pardon in cases as this. This remedy would recognize his lifetime of public service, the disproportionate nature of his sentence, and his proven good character. Upon release, Mr. Diaz intends to return to his home in Louisiana before retiring to his ranch in Saskatchewan, Canada where he can live peacefully with his 11 year old grandson and continue contributing positively to society.

Governor Landry, your support would make a decisive difference in encouraging President Trump to grant a full pardon in this case. Mr. Diaz has already paid an extraordinary price for circumstances that never warranted a conviction and imprisonment. Governor Landry, I call your attention that Mr. Diaz has always maintained his innocence and those of us like myself who know and believe in him know this to be true. This is a clear injustice that I personally seek your help to correct this by having the president grant a full pardon. I respectfully ask you to join me in correcting this by recommending to our president to grant a full Presidential Pardon for Glenn E. Diaz. Please immediately bring this to president Trump's attention as a personal favor to me and hundreds of St. Bernard parish residents who know and admire Glenn Diaz so we can get Mr. Diaz home. I do not make this request lightly and hope you will help to make this wrong right.

I will always consider this as a personal favor for me along with many, many other St. Bernard residents who know and admire Glenn Diaz. If you are able, please take the time and present this personal request to you and make this a request from you to the president and his staff to bring Mr. Diaz home where he belongs.

I promise you will not regret this. And to correct this injustice and mistake. We all want Glenn to finish his retirement with dignity and live his last years in peace without the injustice and hardship this has caused him. And our parish that he faithfully served with honor and distinction.

Thank you for your attention and your commitment to fairness for the people of Louisiana to correct this injustice.

I also do not want this injustice against one of our most distinguished citizens to be a stain on our parish we all know that Glenn has faithfully served. And of the many applicants for a presidential pardon I hope that you will agree that he deserves one.

If you need any further assistance to get this through and accomplished please do not hesitate to call me.

Sincerely,

Louis Pomes

Louis Pomes
President, St. Bernard Parish

"TO MAKE AN EXAMPLE"

Subject: Weaponization of Federal Prosecution
Prepared by: Shelby Lynn, on behalf of Glenn E. Diaz
Date: November 3, 2026

I close this paper on behalf of Glenn E. Diaz by placing before the Office of the Pardon Attorney one part of the record that deserves its own attention: the government told the sentencing court, in writing and in open court, that its purpose was to make an example of him. A federal sentence is supposed to fit the person and the offense. When its stated purpose is to send a message through a 72-year-old first offender, the process has been turned into a weapon.

1. The Government Put It in Writing: "To Make an Example"

Before sentencing on October 19, 2023, the government filed a written response asking for a sentence at the top of the guidelines. Glenn addressed that filing directly when he spoke to the court:

> *"To villainize the defendant, that happened here, as in the government's response, to make an example out of me, that is the most disgusting, horrible thing I've ever heard come from the United States Government."*
> SENTENCING TRANSCRIPT, OCT. 19, 2023 · 25:17–21

> *"My father was a war hero, as for my Uncle Merlin and my Uncle Weldon. They fought in World War II. My daddy was blown up by a German land mine, horribly injured, plate in his head, blind in one eye, deaf in one ear, and he fought the Germans, who were going to make examples out of Jews. As a DA, I never made an example out of anyone who was black, Jewish, Catholic, whatever, but you put in writing you want to make an example out of me in St. Bernard Parish, that's tyranny, not justice."*
> SENTENCING TRANSCRIPT · 25:22–26:6

> *"It's wrong to want to make an example out of an American citizen. All I've done in my life is good. I never cheated anybody. … I would never stand in a courtroom before a judge and say, 'Let's make an example out of him.'"*
> SENTENCING TRANSCRIPT · 27:6–10

2. The Prosecutor Confirmed the Message, and Mocked His Faith

Glenn, a lifelong Catholic and former altar boy, told the court he believed in the whole truth, and spoke of the trial of Jesus. The prosecutor answered him with ridicule: *"Your Honor, this is not the Sanhedrin, and Mr. Diaz is no martyr"* (Tr. 32:17–18). He then told the court exactly who the sentence was meant for, and it was not Glenn:

> *"We just note, Your Honor, that the deterrence effect here is significant in white collar cases. Other individuals will be seeing this case. They will be guiding themselves in the future …"*
> SENTENCING TRANSCRIPT · 32:25–33:3

3. "I Don't Get to Respond, Your Honor?"

When the prosecutor finished, Glenn asked to answer him. The record shows what happened next:

> *THE DEFENDANT: "Do I get to respond? I don't get to respond, Your Honor?"*
> *THE COURT: "… it is the judgment of the Court that the defendant, Glenn Diaz, is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a term of 87 months."*
> SENTENCING TRANSCRIPT · 33:13–20

He was not given an answer, and he was not given the chance. Earlier that same hearing, his lawyer was cut off mid-sentence while arguing the commercial security agreements and master note that secured every dollar the bank advanced.

4. A Pattern, Not a Single Moment

The "example" language did not stand alone. From trial through sentencing, the case against Glenn was shaped to win rather than to find the truth. St. Bernard Parish President Louis Pomes described it in his December 27,

2025 letter to Governor Jeff Landry: Glenn's lawyers "were stopped from completing opening statements," crucial witnesses "were not allowed to be fully cross examined," the defense "was prohibited from mentioning the guilty pleas and conviction of bank officials," and "Mr. Diaz's own bank expert, after being accepted by the court, was not allowed to testify."

- **No loss.** In July 2018, before any indictment, Glenn settled his loans for $1.61 million with the company that bought them from the FDIC, and was released from all of his bank debts.
- **Not the cause.** It was stipulated at trial that Glenn had nothing to do with the failure of First NBC Bank.
- **A paper "loss."** His 87 months rest on "intended loss" drawn from guideline commentary, with every dollar of his collateral left out.
- **Fully secured.** His commercial security agreements pledged everything he owned. Not one cent of any bank advance to Glenn was unsecured.
- **Key witness barred.** Ashton Ryan, the banker who actually managed Glenn's loan, was never allowed to be called.
- **The trial penalty.** Co-defendants convicted on more counts received 24 months and 6 months. Glenn, who exercised his right to trial, received 87.

Together they show a prosecution aimed at a person, a former prosecutor whose public career made him a useful "message," rather than at a crime that cost anyone a dollar.

5. Why This Matters Now

On January 20, 2025, the President signed Executive Order 14147, *Ending the Weaponization of the Federal Government*, directing a review of federal law-enforcement actions that were used to punish rather than to serve justice. Glenn's case belongs in that review. The government did not hide its purpose: it wrote it down, repeated it in open court, and ridiculed his faith.

The law asks for a sentence "sufficient, but not greater than necessary" for the person standing before the court (18 U.S.C. § 3553(a)). It does not permit a man's remaining years to be spent as a public warning. Glenn is now 75. He served 35 years as a prosecutor in St. Bernard Parish without ever asking a court to make an example of anyone. He has no prior record, and he is the father figure to a 12-year-old grandson who has already lost his father.

His father and uncles fought a war against making examples of people. Glenn spent his career refusing to do it to anyone. He asks only for the same fairness he gave every defendant who stood before him.

Request. For the reasons in this paper, I respectfully ask that the President grant Glenn E. Diaz a full pardon or, at minimum, commute his sentence to time served, so that a sentence imposed to make an example of him does not cost him the rest of his life with his family.

Respectfully submitted,

Shelby Lynn
On behalf of Glenn E. Diaz