IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

D. HOUSTON INC. *et al.*,	§	
	§	
Plaintiffs,	§	
	§	
v.	§	Civil Action No. H-20-2308
	§	
THE UNITED STATES SMALL BUSINESS ADMINISTRATION *et al.*,	§	
	§	
Defendants.	§	

ORDER

Pending before the Court is Plaintiffs' Motion for Preliminary Injunction (Document No. 13). On September 11, 2020, the Court held an in-person hearing (the "Hearing") to address the motion for a preliminary injunction. Having considered the motion, submissions, evidence and arguments presented at the Hearing, and applicable law, the Court determines the motion should be granted in part and denied in part.

I. BACKGROUND

This case concerns exotic dance clubs seeking loans under the Paycheck Protection Program (the "PPP") created by the Coronavirus Aid Relief, and Economic Security Act ("CARES Act"). Pub. L. No. 116-136, § 1102, 134 Stat. 281, 286–94 (2020). The PPP authorizes Defendant Small Business Administration (the

"SBA") to guarantee hundreds of billions of dollars in loans to small businesses to help with economic hardship during the COVID-19 pandemic. 15 U.S.C. § 636(a)(36)(D)(1). The SBA has adopted rules excluding certain businesses from receiving the PPP loans, including, *inter alia*, businesses which "(1) present live performances of a prurient sexual nature; or (2) derive directly or indirectly more than de minimis gross revenue through the . . . presentation of any depictions or displays, of a prurient sexual nature." 13 C.F.R. § 120.110(p) (hereinafter "Subpart (p)"). Plaintiffs D. Houston, Inc., A.H.D. Houston, Inc., D. WG FM, Inc., D. Cam, LLC, W.L. York, Inc., Westwood, Inc., and D. Procyon, LLC (collectively, "Plaintiffs") operate small businesses that serve alcohol and food, and provide entertainment. All Plaintiffs except D. Procyon, LLC present exotic dancing as entertainment.[1] Plaintiffs allege they applied for the PPP loans from various authorized lenders and were denied because their businesses present exotic dancing as entertainment.

On June 30, 2020, the Plaintiffs filed suit against the SBA, United States Treasury Secretary Steven Mnuchin in his official capacity, and SBA Administrator Jovita Carranza in her official capacity (collectively, "Defendants") seeking

[1] The Court notes that Plaintiffs' pleadings indicate their businesses present "exotic dancing" which involves dancing "performed . . . in various stages of undress," and, at times, "topless." *See Plaintiffs' Motion for Preliminary Injunction*, Document No. 13 at 4; *Plaintiffs' Verified Original Complaint for Emergency Temporary Restraining Order, Preliminary Injunctive Relief, and Declaratory Relief*, Document No. 1 at 9.

injunctive relief. Plaintiffs assert claims for violation of the First Amendment free speech clause, violation of the Fifth Amendment equal protection clause, vagueness, and overbreadth. On August 3, 2020, Plaintiffs moved for a preliminary injunction. On September 11, 2020, the Court conducted the Hearing.

II. FINDINGS OF FACT[2]

The following facts have been established by a preponderance of the evidence:

A. The SBA, PPP, and Related Regulations

1. On March 27, 2020, the United States enacted the CARES Act, which created the PPP for the purpose of assisting small businesses during the coronavirus crisis by immediately extending them funds on favorable terms. Pub. L. No. 116-136, § 1102, 134 Stat. 281, 286–94 (2020).

2. Congress's purpose in guaranteeing hundreds of billions of dollars in loan relief to small businesses was to "keep[] workers paid and employed." *Id.* at 281.

3. In 1996, the SBA adopted regulations, including Subpart (p), denying the availability of SBA business loans to certain businesses. 13 C.F.R. § 120.110; Business Loan Program, 61 Fed. Reg. 3226, 3227 (Jan. 31, 1996).

[2] Any finding of fact that should be construed as a conclusion of law is hereby adopted as such.

4. Subpart (p) denies SBA business loans to "businesses which: (1) present live performances of a prurient sexual nature; or (2) derive directly or indirectly more than de minimis gross revenue through the sale of products or services, or the presentation of any depictions or displays, of a prurient sexual nature." 13 C.F.R. § 120.110(p).

5. The SBA's Standard Operating Procedure distributed to the lenders requires lenders to "determine whether the [loan applicant] is one of the types of businesses listed as ineligible in SBA regulations," including Subpart (p).[3] If the lender finds the applicant "may have a business aspect of a prurient sexual nature, . . . the Lender must document and submit the analysis and supporting documentation to the [SBA] for a final Agency decision on eligibility."[4]

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[3] *Plaintiffs' Motion for Preliminary Injunction*, Document No. 13, Exhibit M at 3–4 (*Small Business Administration Standard Operating Procedure*).

[4] *Plaintiffs' Motion for Preliminary Injunction*, Document No. 13, Exhibit M at 5 (*Small Business Administration Standard Operating Procedure*). The Court notes the potential delegation concerns that exist with regard to applying Subpart (p), including the initial determination by the lenders and the final determination by the SBA whether the applicant has a business aspect of a prurient sexual nature. Challenges to the SBA's application of Subpart (p) and if Subpart (p) falls within the authority delegated to the SBA by Congress have been heard by other courts. *See DV Diamond Club of Flint, LLC v. United States Small Bus. Admin.*, 960 F.3d 743, 746–47 (6th Cir. 2020) (upholding an injunction against the application of Subpart (p) as violating the Administrative Procedure Act). Because the Plaintiffs do not seek the preliminary injunction by way of the Administrative Procedure Act, the Court does not address this issue.

6. The SBA determined that businesses deemed ineligible under Subpart (p) may not receive loans because they engage in activities that "may be considered by the average person to be obscene or pornographic," so therefore "an establishment featuring nude dancing . . . would not be eligible for SBA financial assistance . . . ." Business Loan Program, 60 Fed. Reg. 64356, 64360 (Dec. 15, 1995).

B. Application for PPP Loans

7. D. Houston, Inc., A.H.D. Houston, Inc., D. WG FM, Inc., D. Cam, LLC, W.L. York, Inc. are entertainment venues that present exotic dancing. D. Procyon, LLC is a night club that does not present any exotic dancing.

8. On April 3, 2020, Plaintiffs executed applications for the PPP loans.[5]

9. At the Hearing, Plaintiffs represented the PPP applications were denied multiple times by different lending institutions. The denial letters produced by Plaintiffs indicate the applications were denied by the lenders because of the sexually prurient entertainment presented in Plaintiffs' businesses.[6]

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[5] *Plaintiffs' Motion for Preliminary Injunction*, Document No. 13, Exhibits A–G (*Plaintiffs' Paycheck Protection Program Borrower Applications*).

[6] *Plaintiffs' Motion for Preliminary Injunction*, Document No. 13, Exhibits H, I, and L (*Correspondence Relating to the PPP Loan Denials*).

10. On July 30, 2020, D. Procyon, LLC, the Plaintiff whose business does not include exotic dancing, was approved for a PPP loan.[7]

11. At the Hearing, Plaintiffs' counsel acknowledged that one of Plaintiffs who presents exotic dancing, W. L. York, Inc., had been approved for a PPP loan since the filing of the motion, despite Subpart (p).

12. Defendants' counsel represented that some applications may have been approved in error and the SBA may later take action to recover those improperly disbursed loans.

C. Claims

13. On June 30, 2020, Plaintiffs filed suit against Defendants, asserting claims for: (1) violation of the First Amendment free speech clause; (2) violation of the Fifth Amendment guarantee of equal protection; (3) vagueness; and (4) overbreadth. Plaintiffs seek a temporary restraining order, preliminary and permanent injunctive relief, and declaratory relief against Defendants.[8]

II. CONCLUSIONS OF LAW[9]

[7] *Plaintiffs' Motion for Preliminary Injunction*, Document No. 13 at 4.

[8] *Plaintiffs' Verified Original Complaint for Emergency Temporary Restraining Order, Preliminary and Permanent Injunctive Relief, and Declaratory Relief*, Document No. 1 at 12–16.

[9] Any conclusion of law that should be construed as a finding of fact is hereby adopted as such.

14. Plaintiffs move for a preliminary injunction, contending Subpart (p) violates their First Amendment right to free speech, violates their Fifth Amendment right to due process, and is unconstitutionally vague and overbroad. Defendants contend that Subpart (p) does not violate Plaintiffs' constitutional rights.

A. Preliminary Injunction

15. The purpose of a preliminary injunction is to prevent irreparable injury so as to preserve the Court's ability to render a meaningful decision on the merits. *Meis v. Sanitas Serv. Corp.*, 511 F.2d 655, 656 (5th Cir. 1975).

16. To obtain a preliminary injunction, an applicant must show: (1) substantial likelihood of success on the merits; (2) substantial threat of irreparable injury if the injunction is not issued; (3) the threatened injury outweighs harm to the defendant; and (4) the injunction will not disserve the public interest. *Enrique Bernat F., S.A. v. Guadalajara, Inc.*, 210 F.3d 439, 442 (5th Cir. 2000).

i. Substantial Likelihood of Success on the Merits

17. Plaintiffs contend they are substantially likely to succeed on the merits as to their First Amendment claim, asserting that Subpart (p) is a content-based restriction that violates their right to free speech. Defendants contend Plaintiffs are not substantially likely to succeed on their First Amendment claim, because the Government may impose conditions on subsidies, such as the PPP loans.

18. To show substantial likelihood of success on the merits a plaintiff need not prove that it is entitled to summary judgment. *Byrum v. Landreth*, 566 F.3d 442, 446 (5th Cir. 2009).

19. When the preliminary injunction involves a regulation on protected speech, the Court should inquire into the likelihood the Government will prove its regulation is constitutional. *Id.*

20. First, Plaintiffs must show Subpart (p) constitutes a restriction on protected speech. *See Regan v. Tax'n With Representation of Wash.*, 461 U.S. 540, 548–49 (1997).

21. Whether limitations on a Government spending program amount to a restriction on protected speech turns on whether the Government is denying a benefit based on the exercise of a constitutional right or simply choosing which speech to subsidize. *See id.* at 545, 549 (noting that "the government may not deny a benefit to a person because he exercises a constitutional right," but also that "a legislature's decision not to subsidize the exercise of a fundamental right does not infringe the right").

22. When a regulation burdens protected speech, the Court must determine: (1) whether the regulation is content-based or content-neutral; and (2) the appropriate level of scrutiny. *See Reed v. Town of Gilbert*, 576 U.S. 155, 163–64;

Reagan Nat'l Advert. of Austin, Inc. v. City of Austin, 972 F.3d 696, 701–02 (5th Cir. 2020).

23. Generally, content-based restrictions on protected speech are presumptively unconstitutional and receive strict scrutiny. *Reed*, 576 U.S. at 163–64; *Reagan*, 972 F.3d at 702.

24. To survive strict scrutiny, the burden is on the Government to show that the regulation is narrowly tailored to serve a compelling governmental interest. *Reed*, 576 U.S. at 171.

25. Exotic dancing is within the range of speech that receives First Amendment protection. *See Schad v. Borough of Mount Ephraim*, 452 U.S. 61, 65–66 (1981); *J & B Entertainment, Inc. v. City of Jackson*, 152 F.3d 362, 369 (5th Cir. 1998).

26. The Spending Clause of the Constitution provides Congress broad discretion in how it taxes and spends funds for the general welfare, including the funding of particular programs and activities. *See Agency for Int'l Dev. v. All. For Open Soc'y Int'l, Inc.*, 570 U.S. 205, 213 (2013); *Rust v. Sullivan*, 500 U.S. 173, 194–95 (1991). Congress may decide not to subsidize the exercise of a fundamental right without infringing upon that right. *Regan*, 461 U.S. at 549–50 (upholding a law granting tax exemption for certain nonprofit organizations that do not engage in lobbying on a First Amendment challenge).

27. However, the Government may not deny a benefit to a person on a basis that infringes their constitutionally protected interests, such as freedom of speech. *Perry v. Sindermann*, 408 U.S. 593, 597 (1972); *Planned Parenthood Ass'n of Hidalgo Cty. Tex., Inc. v. Suehs*, 692 F3d 343, 348 (5th Cir. 2012). When the Government denies a benefit to a person because of their exercise of constitutionally protected speech, the exercise of those freedoms is in effect penalized and inhibited, even when the Government has no obligation to furnish that benefit in the first place. *Rumsfeld v. F. for Acad. & Institutional Rights, Inc.*, 547 U.S. 47, 59 (2006); *Suehs*, 692 F.3d at 348–49.

28. The Supreme Court acknowledges the line distinguishing a subsidy from a benefit is not always clear. *See Agency for Intern. Dev.*, 570 U.S. at 215. "[T]he relevant distinction . . . is between conditions that define the limits of the government spending program—those that specify the activities Congress wants to subsidize—and conditions that seek to leverage funding to regulate speech outside the contours of the program itself." *Id.* at 214–15. A condition that goes beyond defining the limits of the federally funded program to defining the recipient is unconstitutional. *Id.* at 218 (striking down a requirement in the United States Leadership Against HIV/AIDS, Tuberculosis, and Malaria Act of 2003 that programs receiving funding to fight HIV/AIDS from the Government have a policy expressly opposing prostitution).

29. Federal district courts are split as to whether the PPP is a subsidy or a benefit. *Compare Pharaohs GC, Inc. v. United States Small Bus. Admin.*, 20-CV-665, 2020 WL 3489404 (W.D.N.Y. June 26, 2020) (Vilardo, J.) (denying preliminary injunction) *with Camelot Banquet Rooms, Inc. v. United States Small Bus. Admin.*, Case No. 20-C-0601, 2020 WL 2088637 (E.D. Wisc. May 1, 2020) (Adelman, J.) (granting preliminary injunction); *see also Am. Assoc. of Political Consultants v. United States Small Bus. Admin.*, 810 F. App'x 8, 9 (D.C. Cir. 2020) (per curiam) (affirming the determination that the PPP is a subsidy in the context of a different restriction, specifically, a small business loan limitation concerning political lobbying).

30. The purpose of the PPP is to keep people, whose jobs would otherwise be terminated, employed. Pub. L. No. 116-136, § 1102, 134 Stat. 281, 281 (2020).

31. Congress and the SBA have waived several eligibility prohibitions that would have otherwise reduced the number of potential PPP loan applicants. *See, e.g.*, 15 U.S.C. § 636(a)(36)(D)(i) (waiving the prohibition as to nonprofit organizations); Business Loan Program Temporary Changes, 85 Fed. Reg. 23450, 23451 (April 28, 2020) (waiving the prohibition as to businesses that receive substantial revenue from gambling); UNITED STATES SMALL BUSINESS ADMINISTRATION, FAITH-BASED ORGANIZATIONS FAQS (2020), https://www.sba.gov/sites/default/files/2020-

04/SBA%20Faith-Based%20FAQ%20Final.pdf (last visited October 15, 2020) (waiving the prohibition as to faith-based organizations).

32. Considering the basic purpose of the PPP loans, the SBA restrictions on businesses that can receive business loans, and the waived restrictions, the Court determines the PPP loans are not a subsidy. *Compare Frazee v. Ill. Dep't of Emp. Sec.*, 489 U.S. 829 (1989) *with Rust*, 500 U.S. 173, *and Regan*, 461 U.S. 540, *and Nat'l Endowment for the Arts v. Finley*, 524 U.S. 569, 588 (1998). Rather, the PPP loans are a benefit the Government confers upon small businesses.

33. Subpart (p) therefore impermissibly prohibits prospective PPP loan applicants from engaging in protected speech, rather than just defining the acceptable limits of a federal spending program. *See Agency for Int'l Dev.*, 570 U.S. at 217. Thus, Subpart (p) burdens free speech and is subject to First Amendment analysis. The Court must therefore determine the type of restriction and what level of scrutiny applies.

34. Both parties agree Subpart (p) is a content-based restriction.[10]

35. Because Subpart (p) is a content-based restriction on a benefit conferred by the Government, strict scrutiny applies. *See Reed*, 576 U.S. at 163–64.

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[10] *Plaintiffs' Motion for Preliminary Injunction*, Document No. 13 at 13; *Defendants' Response to Plaintiffs' Motion for Preliminary Injunction*, Document No. 16 at 12.

36. Thus, the burden shifts to the Defendants to show Subpart (p) is narrowly tailored to serve a compelling governmental interest. *See id.* at 171.

37. At the Hearing, Defendants represented the compelling interest served by Subpart (p) was the SBA Administrator's statutory discretion to decide how to use a finite pool of funding.

38. When deciding how to distribute public money from a Government funding program, scarcity of those resources alone is not a compelling enough interest to discriminate between speakers. *See Rosenberger v. Rectors and Visitors of Univ. of Va.*, 515 U.S. 819, 835 (1995). The SBA appears to have conceded as much in its decision to waive the prohibition as to faith-based organizations. Business Loan Program Temporary Changes, 85 Fed. Reg. 20817, 20819 (April 15, 2020) ("The Administrator . . . concluded . . . she does not have a compelling interest in denying emergency assistance to faith-based organizations . . . who would [otherwise] be eligible for PPP . . . ."). Thus, Defendants do not offer a compelling interest served by Subpart (p) at this procedural stage.

39. Based on the foregoing, the Court determines Plaintiffs have met their burden to show substantial likelihood of success on the merits as to their First Amendment claim.[11]

ii. Substantial Threat of Irreparable Injury

40. Plaintiffs contend that they will suffer irreparable injury unless the preliminary injunction is granted. Defendants contend Plaintiffs will not suffer irreparable injury, because the deadline for applying for PPP loans has passed.

41. The moving party for a preliminary injunction must show that irreparable injury is likely in the absence of an injunction. *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 22, (2008). A harm is irreparable when there is no adequate remedy at law. *Janvey v. Alguire*, 647 F.3d 585, 600 (5th Cir. 2011).

42. No monetary damages are available to parties suing the SBA for access to PPP loans. *See DV Diamond Club v. United States Small Bus. Admin*, Case No. 20-cv-10899, 2020 WL 2315880, at *16 (E.D. Mich. May 11, 2020) (Leitman, J.) (citing *Camelot*, 2020 WL 2088637, at *11).

[11] In light of the Court's holding that Plaintiffs have shown a substantial likelihood of success on the merits as to their First Amendment claim, the Court need not address Plaintiffs' Fifth Amendment, vagueness, or overbreadth claims.

43. The funds guaranteeing the PPP loans are administered on a first come, first serve basis. *See* 85 Fed. Reg. 20811, 20813. The PPP and its funding were reauthorized through August 8, 2020. Pub. L. 116-147, 134 Stat. 660.

44. The parties agree there are still remaining funds for the PPP loans, but those funds are quickly being depleted.[12] Plaintiffs all applied for the PPP loans before the August 8, 2020, application deadline.[13]

45. Plaintiffs do not produce information showing D. Procyon, LLC makes money from the presentation of exotic dancing or other similar displays. Plaintiffs represented at the Hearing that D. Procyon, LLC did actually receive a PPP loan, but continue to assert that it may be injured by the Government subsequently deciding to rescind the loans on the basis of Subpart (p).

46. Notwithstanding D. Procyon, LLC's assertion, Defendants represented at the Hearing that they would not attempt to recover loan funds on the basis of Subpart (p) if D. Procyon, LLC does not fall within Subpart (p)'s restrictions. Therefore, D. Procyon, LLC fails to meet its burden to show irreparable injury.

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[12] *Plaintiffs' Motion for Preliminary Injunction*, Document No. 13 at 25. *Defendants' Response to Plaintiffs' Motion for Preliminary Injunction*, Document No. 16 at 18.

[13] *Plaintiffs' Motion for Preliminary Injunction*, Document No. 13, Exhibits A–G (*Plaintiffs' Paycheck Protection Program Borrower Applications*).

47. Plaintiffs also represented at the Hearing that W.L. York, Inc., whose business does present exotic dancing, **was actually granted** a PPP loan. At the Hearing, Defendants represented that some loan applications may have been approved in error, and the SBA may rescind loans on the basis of Subpart (p) if the SBA later determines the business presents sexually prurient performances, depictions, or displays. Thus, W.L. York, Inc. shows it will suffer irreparable injury if denied injunctive relief despite the receipt of a PPP loan.

48. Because monetary damages are unavailable and funds for the PPP loans are depleting, D. Houston, Inc., A.H.D. Houston, Inc., D. WG FM, Inc., D. Cam, LLC, W.L. York, Inc., and Westwood, Inc. have shown a substantial threat of irreparable injury if the preliminary injunction is not granted. D. Procyon, LLC fails to carry the burden because it has already received a PPP loan and fails to show it is subject to Subpart (p).

iii. Balancing the Harms

49. Plaintiffs contends their harm outweighs that faced by the Defendants. Defendants contend their harm outweighs that faced by Plaintiffs.

50. Once an applicant satisfies the first two factors, the traditional equitable relief inquiry calls for assessing the harm to the opposing party and weighing the public interest. *Nken v. Holder*, 556 U.S. 418, 435 (2009).

51. Here, the threatened harms to the Defendants are minimal. The funds have already been allocated by Congress and remain available until the money runs out. Therefore, an injunction requiring the SBA to guarantee the Plaintiffs' loans would not cause the SBA any financial loss. *See Camelot*, 2020 WL 2088637, at *12.

52. Plaintiffs produce evidence showing they face the risk of failing to make basic expenses like payroll, insurance premiums, bank notes, mortgage payments, and utilities.[14]

53. D. Houston, Inc., A.H.D. Houston, Inc., D. WG FM, Inc., D. Cam, LLC, W.L. York, Inc., and Westwood, Inc. therefore show the harm they face outweighs any potential harm to Defendants.

iv. Public Interest

54. Plaintiffs contend a preliminary injunction will serve the public interest. Defendants contend a preliminary injunction will not serve the public interest.

55. Injunctions protecting First Amendment rights are always in the public interest. *Texans for Free Enter. v. Tex. Ethics Comm'n*, 732 F.3d 535, 539 (5th Cir. 2013).

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[14] *See Plaintiffs' Motion for Preliminary Injunction*, Document No. 13, Attachment 1, ¶¶ 9, 10 (*Declaration of Ali "David" Davari*).

56. Therefore, the public interest would be served by enjoining the SBA from burdening Plaintiffs' constitutional rights.

57. The Court concludes D. Houston, Inc., A.H.D. Houston, Inc., D. WG FM, Inc., D. Cam, LLC, W.L. York, Inc., and Westwood, Inc. have successfully carried the burden of meeting the four requirements for a preliminary injunction. D. Procyon, LLC fails to show it meets the four requirements for a preliminary injunction. Accordingly, the motion for a preliminary injunction is denied as to D. Procyon, LLC and granted as to the remaining Plaintiffs.

B. Bond

58. Plaintiffs contend they should not be required to post any bond. Defendants contend the Plaintiffs should be required to post bond in an amount equal to any loan funds the Defendants eventually distribute to Plaintiffs.

59. Federal Rule of Civil Procedure 65 provides that the Court may issue a preliminary injunction only if "the movant gives security in an amount that the court considers proper[.]" Fed. R. Civ. P. 65(c).

60. The amount of the security is a matter for the discretion of the Court and the Court may elect to waive the bond requirement. *Kaepa, Inc. v. Achilles Corp.*, 76 F.3d 624, 628 (5th Cir. 1996).

61. Here, where the purpose of the injunction is to help resolve Plaintiffs' cashflow issues to enable them to pay employees, a bond would defeat the purpose of granting the injunction. *DV Diamond Club*, 2020 WL 2315880, at *17.

62. Accordingly, the Court determines the bond requirement should be waived in this case.

III. CONCLUSION

Based on the foregoing, the Court hereby

ORDERS that Plaintiffs' Motion for Preliminary Injunction (Document No. 13) is **GRANTED IN PART** and **DENIED IN PART.** The motion is granted as to D. Houston, Inc., A.H.D. Houston, Inc., D. WG FM, Inc., D. Cam, LLC, W.L. York, Inc., and Westwood, Inc. The motion is denied as to D. Procyon, LLC. The Court further

ORDERS that Defendants notify approved lenders participating in the Paycheck Protection Program to whom Plaintiffs submitted loan applications on or before the August 8, 2020, deadline they are to reevaluate D. Houston, Inc., A.H.D. Houston, Inc., D. WG FM, Inc., D. Cam, LLC, W.L. York, Inc., and Westwood, Inc.'s applications for loans without regard to 13 C.F.R. § 120.110 (p).[15] Notification

[15] The parties represented at the Hearing that Congress is considering extending the PPP loans by providing additional funding and setting a new application deadline. If the PPP is once again extended and Plaintiffs would be eligible for the benefit but for Subpart (p), Plaintiffs may request additional relief from the Court in accordance with this order.

to the lenders should be made within seven days of the signing of this Order to avoid any delay in processing these loan applications.

SIGNED at Houston, Texas, on this 20 day of October, 2020.

DAVID HITTNER
United States District Judge