

Multiple Documents

Part	Description
1	6 pages
2	Exhibit A
3	Exhibit B

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: NATIONAL FOOTBALL
LEAGUE PLAYERS' CONCUSSION
INJURY LITIGATION

MDL No. 2323
Case No. 18-md-2323-AB

Kevin Turner and Shawn Wooden,
*on behalf of themselves and others
similarly situated,*

Civil Action No. 14-cv-00029-AB

Plaintiffs,

v.

National Football League and NFL
Properties LLC, successor-in-interest
to NFL Properties, Inc.

Defendants.

THIS DOCUMENT RELATES TO:

ALL ACTIONS

**DECLARATION OF CHARLES S. ZIMMERMAN IN RESPONSE TO
MARCH 28, 2018 ORDER**

I, Charles S. Zimmerman, am a partner at the law firm Zimmerman Reed LLP and serve on the Plaintiff's Steering Committee. I have personal knowledge of the facts stated in this declaration and, if called upon to do so, could and would competently testify thereto. Zimmerman Reed appreciates the efforts of the Court to protect players against third party litigation funders, especially those who are paired with attorneys using pre-

settlement loans as a bargaining chip to solicit former NFL players as clients. Those unscrupulous attorneys have used third party litigation funders to poach clients from other firms, including Zimmerman Reed. In fact, Zimmerman Reed was one of the first to raise concerns to Co-Lead Class Counsel about unconscionable pre-Settlement advanced loans and purported assignments and because of those efforts, I was later appointed to serve as the Co-Chair of the PSC Ethics Committee.¹

I submit this declaration in response to the Court's Order dated March 28, 2018 ("Order"), ECF 9833, and answer the Court's questions in the numerical order presented in the Order as follows:

1. Zimmerman Reed has represented 437 former NFL players with the first representation beginning on August 11, 2011, well before the formation of the MDL. Of these 437 players, 77 have retained other counsel or decided to pursue their claims without counsel. Other law firms poached the overwhelming majority of these 77 players after the action settled. At this time Zimmerman Reed represents 360 former NFL players.

2. Zimmerman Reed represents:²

A. Five (5) clients to date who have received a Monetary Award;

B. Eight (8) clients to date who have been informed that they are entitled to receive a Monetary Award, but have not yet received their award;

¹ See Counter-Decl. of Charles S. Zimmerman in Resp. to Proposed Allocation of Common Benefit Attorney's Fees, at ¶¶ 7-10, Oct. 27, 2017, ECF 8722.

² The answers to question 2(A)-2(D) pertain only to current Zimmerman Reed clients.

C. Thirty (30) clients who have applied for a Monetary Award but have not received a Notice of Monetary Award; and,

D. The remainder of Zimmerman Reed's clients are eligible to receive a Monetary Award during the pendency of the Settlement if they develop a Qualifying Diagnosis, and, of those clients, Zimmerman Reed believes at least nine (9) are currently eligible for a Monetary Award but have not yet submitted a Claim.

3. Zimmerman Reed is aware of one (1) current client ("Client A") and one (1) former client ("Former Client B") who entered into assignments of their Monetary Awards. An additional former client ("Former Client C") informed Zimmerman Reed that he obtained a pre-Settlement loan but we have no documentary evidence of an assignment. Client A and Former Client B obtained a pre-settlement loan due to extraordinary circumstances, as explained in ¶5. Former Client C took out a pre-settlement loan without Zimmerman Reed's knowledge and terminated Zimmerman Reed shortly thereafter. Zimmerman Reed first learned of the loan during a phone call with Former Client C shortly before he terminated Zimmerman Reed.

4. Client A identified in ¶3 applied for a Monetary Award but has not received a Notice of Monetary Award. Former Client B identified in ¶3 has been approved for a Monetary Award. Zimmerman Reed has no information regarding the status or submission of Former Client C's claim because Zimmerman Reed did not submit a claim on behalf of Former Client C and has no knowledge of whether Former Client C submitted a claim after terminating Zimmerman Reed.

5. If Client A submits a Claim and obtains a Monetary Award, Zimmerman Reed is obligated to pay a third party funder a portion of Client A's award pursuant to the agreement between Client A and the third party funder.

6. Zimmerman Reed discourages clients from obtaining litigation loans or assignments of their awards, and does not promote any third party litigation funder. If any client expresses interest in or need for obtaining a pre-Settlement loan, Zimmerman Reed explains the significant and potentially detrimental consequences of entering into such an assignment and advises clients of the uncertainty of obtaining a Monetary Award and the potential length of time before receipt of any Award. Zimmerman Reed strongly advises clients not to enter into such agreements, but explains it is the client's decision. If a client decides to enter into a loan, Zimmerman Reed reviews the loan documentation and communicates with the third party lender at the client's direction and pursuant to the terms of any agreement. Specific to Client A and Former Clients B and C:

A. Client A pursued a pre-settlement loan without Zimmerman Reed's knowledge. Zimmerman Reed was not aware of the loan until Client A instructed Zimmerman Reed to sign an "Acknowledgment by Counsel" form sent by Ludus Capital. Zimmerman Reed contacted Client A about the loan and Client A said that he urgently required funds for a personal financial situation. Zimmerman Reed discussed with Client A the high rates of interest of his loan and the uncertainty of his potential award because, at that time, the Settlement had not yet been finally approved. However, Client A still directed Zimmerman Reed to sign the acknowledgment. At the time, Client A was under investigation by the federal

government and was later charged in a separate criminal matter, in which Zimmerman Reed did not represent Client A. Client A advised us that he required a second loan to further assist his legal defense fund, which Client A's defense attorneys confirmed. Zimmerman Reed, however, is not aware of whether Client A entered into a second loan.

B. Former Client B had recently been diagnosed with a terminal illness and was seeking funds for experimental treatment. Zimmerman Reed advised Former Client B of the risks and detrimental effects of a litigation loan; however, in spite of the risks, Former Client B elected to obtain a loan. Zimmerman Reed completed the forms to ensure Former Client B obtained funding.

C. Former Client C informed Zimmerman Reed during a phone call that he had obtained a pre-settlement loan with the help of Edward Stone – an attorney previously identified by Zimmerman Reed as potentially utilizing improper tactics to solicit former NFL players as clients in this case. Shortly thereafter, Former Client C terminated Zimmerman Reed without explanation.

D. Apart from Client A and Former Clients B and C, Zimmerman Reed has successfully dissuaded several of its clients from obtaining pre-settlement loans by explaining the disadvantageous terms of such loans. Zimmerman Reed dissuaded clients both before and after the Court's December 2017 Explanation and Order relating to Third Party Funders (ECF 9531).

7. No Zimmerman Reed attorney or other employee is associated with a third party litigation funder used by any former NFL player previously or currently represented by Zimmerman Reed or by any attorney associated with Zimmerman Reed.

8. Client A's assignment has not been resolved as of this date, and Zimmerman Reed does not know whether Former Client B's assignment or Former Client C's potential assignment has been resolved.

9. Attached as Exhibit A are all documents in our possession relating to Client A's loan.

10. Attached as Exhibit B are all documents in our possession relating to Former Client B's loan.

11. We are not in possession of any documentation related to Former Client C's potential loan.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Dated: May 1, 2018

s/ Charles S. Zimmerman
Charles S. Zimmerman

EXHIBIT A

Amanda Klinger

From: Heidi Cuppy
Sent: Friday, November 21, 2014 3:51 PM
To: [REDACTED]
Cc: Tina Olson; Charles Zimmerman
Subject: Ludus Capital Contract - [REDACTED]
Attachments: Ludus Capital - [REDACTED]

Dear [REDACTED]

Attached is the Ludus Capital Contract you sent Mr. Zimmerman. He signed Exhibit B – Acknowledgment by Counsel. Please let me know if you need anything else.

Thanks,

HEIDI S. CUPPY | PARALEGAL

ZIMMERMAN REED, PLLP
1100 IDS Center, 80 South 8th Street
Minneapolis, MN 55402 T 612.341.0400

[bio](#) [website](#) [vCard](#) [map](#)

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LUDUS CAPITAL

November 20, 2014

Zimmerman Reed, PLLP
1100 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Attn: Charles Zimmerman

Re: [REDACTED] v. NFL

Dear Mr. Charles Zimmerman:

Enclosed please find an assignment agreement regarding the above referenced matter. Kindly review same and return fully executed copies to me at the following address:

Ludus Capital
Attn: Patrick Preece
220 Congress Park Drive, Suite 215
Delray Beach, FL, 33445
(561) 214-4028 (fax) or email mroman@walkerpreston.com

Upon receipt of properly executed documents and satisfaction of the conditions precedent, I will forward the purchase price to your office. Please note that we have also included a copy of the Ludus Privacy Policy.

Very truly yours,

Patrick Preece

**This is not a loan.
This is a purchase and sale of property rights.
Disclosure Statement - Dated: November 20, 2014**

Matter Name: [REDACTED] v. NFL

Amount of the Advance: Eighteen Thousand Three Hundred Seventy Five Dollars (\$18,375)

Costs of this Advance: 15.9% for every six months, or portion of six months, from the date of the Agreement until the date the Property is delivered to the Purchaser plus a one-time document preparation and processing fee in the amount of Eight Hundred Seventy Five Dollars (\$875.00) which will be deducted from the amount of the Purchase Price; provided, however, that should the Proceeds be returned within the first six month period (or portion thereof), the rate for said initial period shall be 20%.

Compounding Period: None.

Annualized Rate: 31.8%¹

Illustrative Payment Schedule:

Proceeds received after:	November 20, 2014	But on or before:	May 20, 2015	Amount due is:	\$22,050.00
Proceeds received after:	May 20, 2015	But on or before:	November 20, 2015	Amount due is:	\$24,218.00
Proceeds received after:	November 20, 2015	But on or before:	May 20, 2016	Amount due is:	\$27,140.00
Proceeds received after:	May 20, 2016	But on or before:	November 20, 2016	Amount due is:	\$30,062.00
Proceeds received after:	November 20, 2016	But on or before:	May 20, 2017	Amount due is:	\$32,983.00
Proceeds received after:	May 20, 2017	But on or before:	November 20, 2017	Amount due is:	\$35,905.00

And so on consistent with the provisions of paragraph 1 (a).

I HAVE READ THIS DISCLOSURE STATEMENT AND THE AGREEMENT AND UNDERSTAND THE TERMS OF THE ADVANCE I AM RECEIVING THEREUNDER. I UNDERSTAND THAT I HAVE 5 DAYS TO CANCEL THIS AGREEMENT AS PROVIDED IN PARAGRAPH 18.

[REDACTED]

¹ This is an estimate and assumes the advance is recovered exactly 365 days from the date of this Agreement and excludes the \$875.00 Processing Fee in the Annualized Rate (the "Rate") calculation. Your actual Rate will vary considerably from this estimate and will likely be higher depending upon the actual time periods involved. The inclusion of Processing Fee and/or the Broker Fee (if any) may also have a material impact on the actual Rate and would cause it to be higher.

Assignment Agreement RE : [REDACTED] v. NFL Seller's Initials: _____

**ASSIGNMENT, SALE, SPRINGING ASSIGNMENT, & EQUITABLE LIEN
AGREEMENT**

This is not a loan.

This is a purchase and sale of property rights.

THIS AGREEMENT (the "Agreement") is made and dated as of **November 20, 2014**, by and between [REDACTED] (the "Seller"), and Ludus Capital with a principal place of business located at 220 Congress Park Drive, Suite 215, Delray Beach, FL, 33445 (the "Purchaser").

Seller represents to Purchaser that Seller is the plaintiff in a certain litigation entitled [REDACTED] v. NFL pending in the **United District Court, Eastern District of Pennsylvania** bearing Index # **2:12-md-02323-AB** (the "Litigation"). The Litigation is the subject of a filed complaint and has been answered by the defendants thereto. Seller may be entitled to proceeds from the Litigation as compensation for personal injuries sustained in a certain accident which occurred on or about [REDACTED] which is the subject of the Litigation (the "Proceeds").

At Seller's request, Purchaser has agreed to purchase from Seller for the sum of **Eighteen Thousand Three Hundred Seventy Five Dollars (\$18,375.00)** (the "Purchase Price") a portion of the Proceeds both immediately and at the instant such proceeds come into being. Seller has agreed to pay a one-time document preparation fee in the amount of **Eight Hundred Seventy Five Dollars (\$875.00)** (the "Document Fee") which amount will be deducted from the Purchase Price and paid to Purchaser at the Closing. It is anticipated that the Litigation will be resolved in or about December 2016.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Sale Agreement, Assignment or Springing Assignment, Equitable Lien & Purchase Price:**
 - a. Seller hereby agrees that:**
 - i. Immediate Assignment:** To the extent permitted by law applicable to this transaction, Seller hereby sells and assigns to Purchaser and Purchaser hereby purchases from Seller, Sellers entire right, title and interest in, to and under a portion of the Proceeds to be determined as set forth in section 1 (a) (iii).
 - ii. Springing Assignment:** To the extent that a current assignment of the Proceeds or any portion thereof is impermissible under applicable law, then paragraph 1 (a) (i) shall be deemed null and void and in such event, Seller does hereby agree and does sell and assign to Purchaser and Purchaser hereby purchases from Seller, Sellers entire right, title and interest in, to and under a portion of the Proceeds at the instant such Proceeds come into being by virtue of a judgment, settlement, verdict or other disposition of the Litigation with the amount of such Proceeds to be

Seller's Initials: _____

determined as set forth in section 1 (a) (iii). Furthermore, in such event, to the fullest extent permitted by law, Seller hereby grants to Purchaser an equitable lien, in, to and upon Sellers right to the Proceeds resulting from the Litigation and the claims asserted therein to secure Purchasers receipt of the benefits of the bargain it is making under the terms of this Agreement.

iii. Calculation of Proceeds: If the Proceeds are received by Purchaser within six months of the date hereof the amount assigned hereunder shall equal the Purchase Price plus 15.9% of the Purchase Price. For each six month period (or portion thereof) thereafter, the amount assigned hereunder shall be increased by an amount equal to 15.9% of the Purchase Price. Provided, however, that should the Proceeds be returned within the first six month period (or portion thereof), the rate for said initial period shall be 20%. The Proceeds subject of this agreement shall be referenced herein as the "Property".

b. Purchase Price: In full payment for the Property and in consideration of its sale and assignment to Purchaser, Purchaser shall pay to Seller the Purchase Price upon satisfaction of all Conditions Precedent as hereinafter defined and Purchaser's satisfaction that all representations are truthful and complete in all respects.

2. Closing. The Purchase Price shall be paid to Seller within five (5) business days after satisfaction of the conditions precedent and delivery to Purchaser of all documents necessary to fully and sufficiently evidence the sale, made hereby in respect of the Property, including, without limitation, the execution of: (i) this Agreement; (ii) Irrevocable Instructions to Counsel (Exhibit "A"), and (iii) Acknowledgment of Counsel (Exhibit "B"). Exhibits "A" and "B" shall be referred to herein as the Exhibits.

3. Representations, Warranties and Covenants of Seller. Seller represents and warrants as follows:

a. The Social Security number of Seller is [REDACTED] and Seller's spouse, _____ is _____, and Seller presently resides at the address first set forth above and has not resided at any other address in the past five (5) years except at:

b. Seller has full power and authority to enter into this Agreement and sell the Property to Purchaser and does not require the consent of any third party, including any present or former spouse, to do so, except as shall be required by law, rule or regulation.

c. Seller has not previously assigned all or any portion of the Proceeds to any person, firm or corporation except to Purchaser as set forth herein and except as specifically listed below:

Name of Assignee/Lender: _____ Date of Assignment/Loan: _____ Amount of Assignment/Loan: _____

Seller's Initials: _____

- d. Seller is not subject to any outstanding judgment, levy or claim.
- e. There are no lawsuits pending or threatened against Seller, and Seller knows of no basis for any such lawsuit or claim against Seller.
- f. Seller is not indebted to any present or former spouse for support, maintenance or similar obligations, nor is Seller indebted to any child, or the guardian of any child, for any child support or similar payments and Seller has never received Aid to Families with Dependent Children, food stamp benefits or low income energy assistance benefits, and the Proceeds are not subject to any lien by any governmental agency to which payment for such benefits would be owed.
- g. Seller has paid all Federal, state and local taxes due through and including the date hereof, or has made adequate provision for such payments.
- h. There are no outstanding and unsatisfied judgments against Seller.
- i. There are no outstanding federal, state or local tax liens against Seller.
- j. Seller has not entered into this transaction for the purpose of evading creditors;
- k. Seller is of sound mind and not acting under duress.
- l. Seller has not relied on any representations or statements made by Purchaser, its agents or attorneys, in connection with this transaction or the tax or financial consequences hereof, and Seller has sought and received independent tax, financial and legal advice with respect to this transaction from Seller's own attorneys, accountants, financial and tax advisors.
- m. All statements of Seller made herein or in certificates of other documents delivered by Seller to Purchaser hereunder or in connection therewith are true, accurate and complete and do not omit to disclose anything which make the statements made herein or therein incomplete or materially misleading and the information set forth in the Recitals first appearing above is true and correct in all material respects.
- n. Seller hereby authorizes Purchaser or its agents to conduct such credit and other searches as may be necessary in order to confirm the foregoing and shall cooperate fully with Purchaser in this regard, including the execution of such other or further documents as may, at the sole option and in the sole discretion of Purchaser, be determined to be needed or reasonable.
- o. Seller will in good faith fully participate in the Litigation and cooperate in all respects with the prosecution of the Litigation to a successful conclusion.
- p. **Seller intends this transaction to be and agrees that this transaction is a purchase and sale.**
- q. This transaction is NOT a LOAN.
- r. **To protect Purchaser against the possibility of disputes with third parties Seller will not hereafter assign or grant to any party any interest in or to the Proceeds nor permit or suffer the attachment of any lien in, to or upon the Proceeds. Any assignment, sale, conveyance, hypothecation, security interest or lien, or attempt to do any of the foregoing by Seller in violation of this paragraph shall be wholly void and of no effect.**
- s. **If the Litigation relates to a class action, the Seller will not opt-out or otherwise refuse to cooperate or take any other action or fail to take any action related to the prosecution and/or settlement of the class action.**

4. **Waiver of Claims.** Seller hereby releases and waives any and all claims or causes of action that this transaction is other than a purchase and sale.
5. **Conditions Precedent.** Notwithstanding anything to the contrary contained herein, the obligations of the respective parties are subject to and conditional upon the satisfaction of the following conditions (the "Conditions Precedent"):
 - a. Receipt by Purchaser of acceptable State and Local UCC searches, Federal and State Tax Lien searches and Bankruptcy searches;
 - b. Receipt by Purchaser of properly executed Agreement and Exhibits;
 - c. Receipt by Purchaser of a filed copy of the Complaint and Answer.
6. **Waiver of Defenses.** Seller hereby waives any and all defenses to the enforcement of this Agreement and the Exhibits and specifically and unconditionally waives any claims that the Proceeds are not assignable, that this transaction is a loan or that any other provision of this Agreement and the Exhibits is invalid or unenforceable in any respect.
7. **Brokerage.** Seller represents and acknowledges to Purchaser that no broker, finder or other person was involved or instrumental in arranging for the within transaction, and no other person is entitled to a fee, payment, commission or otherwise in respect of any matters provided for herein.
8. **Counsel; Counsel Fees.** All costs, expenses and filing fees, including the legal fees of Purchaser shall be the sole responsibility of Purchaser. Seller shall be solely responsible for the payment of Seller's own legal fees. In the event of any dispute between the parties concerning this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in connection with such dispute.
9. **Discharge of Adverse Claims.** Purchaser shall be entitled to discharge any adverse claims against any of the Proceeds whether or not such adverse claims are disclosed. Purchaser may directly pay any and all amounts necessary, or if the Purchase Price has been deposited into an Escrow, instruct the Escrow Agent to pay any and all amounts necessary to discharge such liens or other adverse claims. Any amounts so paid shall be deducted from the Purchase Price.
10. **Governing Law/Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to its choice of law provisions. Any action to enforce any provision of this Agreement shall be brought in New York City.
11. **Assignment.** The obligations and rights of Seller under this Agreement shall not be assigned or otherwise transferred. The obligations and rights of Purchaser may be further assigned or transferred by Purchaser, provided that any transferee specifically agrees to be bound by the terms and conditions hereof. Seller hereby acknowledges that Seller has been informed, prior to entering into this Agreement, that the assignment of the Property

and the payment of the Purchase Price may be simultaneous with a resale thereof to a third party investor who will rely upon the truth and accuracy of Seller's representations and warranties given herein and as otherwise given in connection with this transaction.

12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.
13. **Section Headings.** The section headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.
14. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the matters and transactions contemplated hereby and supersedes any and all prior agreements and understanding with respect thereto. No representations have been made, or relied upon, by either party except those set forth in this Agreement, including, but not limited to, any representations regarding the tax consequences of this transaction.
15. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the validity or enforceability of any other provision of this Agreement shall not be affected thereby.
16. **Amendment and Waiver.** Except as otherwise provided in this Section, this Agreement may be amended or modified, and performance of any covenant or agreement herein contained may be waived or modified only by an instrument signed by the parties hereto. The waiver or modification by a party of performance, or of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other performance or breach thereof.
17. **Attorney's Fees.** In the event an action is commenced in any forum to enforce the rights of a party to this Agreement, then the prevailing party in such action shall be entitled to all reasonable attorneys' fees (at trial and all appellate levels) actually incurred, along with costs.
18. **Security Agreement.** As a condition to receipt of the Purchase Price, Seller grants to Purchaser a security interest in the Property. The parties hereby intend and agree this Agreement is to be effective as a security agreement under Article 9.
19. **Cancellation.** You may cancel this Agreement without any liability within five (5) business days of the date you receive funding by sending Purchaser written notice of your desire to cancel along with the full amount you were paid pursuant to paragraph 1 of this agreement (i.e. the Purchase Price less any applicable Document Fee). If you wish to cancel you should send a notice of cancellation along with the full amount you received or that was paid on your behalf to:

**Ludus Capital
Attn: Patrick Preece
220 Congress Park Drive, Suite 215, Delray Beach, FL, 33445**

If you have any questions about this Agreement or how to cancel this Agreement you should consult with your attorney. You may also call with any questions 917-701-3116

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT COMPLETELY OR IF IT CONTAINS ANY BLANK SPACES. BEFORE YOU SIGN THIS CONTRACT YOU SHOULD OBTAIN THE ADVICE OF YOUR ATTORNEY. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CONTRACT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

"Seller"

**"Purchaser"
Ludus Capital**

By: _____
Title:
Date:

ACKNOWLEDGMENT

STATE OF OHIO}

SS:

COUNTY OF _____}

On this _____ day of _____, 2014, before me the undersigned personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the individual executed the instrument.

Notary Public

Seller's Initials: _____

CONSENT OF SPOUSE

(if applicable)

Seller: [REDACTED]

I, [REDACTED] have the following marital status:

 I have never been married.
initial

 I am divorced and the date of my divorce was _____.
initial

 I am legally separated and the date of my separation was _____.
initial

 I am presently married. My spouses name is _____.
initial

[Note: If you are presently married or were married at the time of the accident your spouse or former spouse must execute this agreement]

The undersigned, spouse or former spouse of the Seller named herein, hereby consents to and approves the foregoing Agreement and Exhibits to the extent required by law and acknowledges having fully read the Agreement and Exhibits and fully understanding its terms.

Signature of spouse or former spouse

Print name of spouse/former spouse

ACKNOWLEDGMENT

STATE OF OHIO}

SS:

COUNTY OF _____ }

On this _____ day of _____, 2014, before me the undersigned personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the individual executed the instrument.

Notary Public

Seller's Initials: _____

Limited Irrevocable Power of Attorney

I, [REDACTED] as principal(s) do hereby constitute and appoint, Ludus Capital, whose address is 220 Congress Park Drive, Suite 215, Delray Beach, FL, 33445 as my true and lawful attorney for me, and in my name, place and stead for the following purposes:

(A) To endorse any and all settlement checks payable to me with respect to the matter entitled [REDACTED] v. NFL, which is the same matter a portion of the Proceeds of which I have assigned to Ludus Capital as evidenced by the foregoing Agreement.

I understand that by virtue of making this power of attorney I have empowered my attorney in fact to take certain acts. This power of attorney is coupled with an interest and shall survive my death or incapacity. This power of attorney may not be revoked or changed except upon written agreement of Ludus Capital.

IN WITNESS WHEREOF,

I have hereunto set my hand and seal this _____ day of _____, 2014.

"Seller"

[REDACTED]

ACKNOWLEDGMENT

STATE OF OHIO}

SS:

COUNTY OF _____ }

On this _____ day of _____, 2014, before me the undersigned personally appeared [REDACTED] personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the individual executed the instrument.

Notary Public

Exhibit "A"
Irrevocable Instructions to Counsel

I, [REDACTED], hereby irrevocably instruct my attorney, Charles Zimmerman and any subsequent or superseding attorneys, ("Attorneys") I may retain to provide information regarding the status and progress of the Litigation ([REDACTED] v. NFL) to Purchaser, Ludus Capital, its successors or assigns.

I specifically direct my Attorneys to pay directly to Purchaser the full amount due to Purchaser under the terms of the attached Agreement from the proceeds of the Litigation.

I specifically and irrevocably direct my Attorney to ignore and refuse to honor any transaction which is made or entered into by me in violation of paragraph 4 of the Agreement and to immediately advise Purchaser of any facts that should cause a reasonably prudent attorney to believe that a pending or attempted violation of those provisions was or might be occurring.

These instructions may not be altered or revoked so long as any portion of the Property has not been delivered to Purchaser.

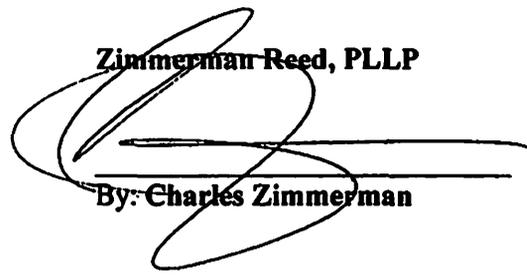
Dated: _____

Exhibit "B"
Acknowledgment by Counsel

I, **Charles Zimmerman** individually and as an authorized representative of the law firm of **Zimmerman Reed, PLLP**, hereby represent and warrant that **Zimmerman Reed, PLLP** represents the Seller in a certain personal injury claim referenced below and I am familiar with the facts and circumstances of that matter. I have reviewed this contract and explained its terms to my client including the annualized rate of return applicable hereto. I acknowledge that Seller has assigned to Purchaser the Property and granted Purchaser Seller's entire right, title and interest thereto. I acknowledge that the Property being assigned under the terms of the Agreement is owned by the Seller. I have no objection to this assignment. I hereby certify that the amounts and representations set forth herein are true and accurate to the best of my knowledge. I will use my best efforts to ensure that the provisions of paragraph 4 of the Agreement are honored by Seller and to immediately advise Purchaser of any facts that should cause a reasonably prudent attorney to believe that a pending or attempted violation of those provisions was or might be occurring. If the Proceeds or any portion thereof come into my possession I will hold such portion of same as constitutes the Property, together with any permitted fees and costs as set forth in the Agreement, as fiduciary for Purchaser, Ludus Capital. I will immediately notify Ludus Capital that I have become possessed of its property and will deliver the property to Ludus Capital pursuant to its instructions. I have reviewed the agreement and explained the terms and conditions of same to my client, [REDACTED]

There are no pending appeals or motions which if adversely decided could reasonably be expected to have an adverse effect on the lawsuit referenced herein and/or my client(s)' ability to win this case.

I am aware of no other assignments, claims, liens or interests of third parties to any of the proceeds in this matter except as disclosed in writing to Purchaser.

Zimmerman Reed, PLLP

By: **Charles Zimmerman**

Dated: APR 24, 2014

Matter Name: [REDACTED] v. NFL
Index #: **2:12-md-02323-AB**
Seller: [REDACTED]

Method of Payment Request Form

November 20, 2014

[Redacted]

RE: [Redacted] v. NFL

Dear [Redacted]

We appreciate you doing business with Ludus Capital. At the close of this transaction, we will remit your funds by check or direct deposit as you indicate below.

Please select ONE payment method below:

AT FUNDING, I WANT TO RECEIVE A CHECK AT THE FOLLOWING ADDRESS:

AT FUNDING, I WANT MY FUNDS TO BE TRANSFERRED TO THE FOLLOWING ACCOUNT:

BANK ABA # (WIRES):

--	--	--	--	--	--	--	--	--	--

BANK ACH/ROUTING #:

--	--	--	--	--	--	--	--	--	--

Bank Name: _____

Exact Name(s) on Bank Account: _____

Exact Address on Bank Account: _____

Telephone number of Bank Account: _____

Type of Account: Checking or Savings / Business or Personal

What state was the account opened in? _____

Bank Account #:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Bank Phone: () _____ - _____

Please acknowledge that the information above is correct by signing below. An additional \$25 fee will be assessed if information is incorrect.

Acknowledgement:

[Redacted]

Date:

12

Seller's Initials: _____

Assignment Agreement RE : [Redacted] v. NFL

Class Action Opt-Out Waiver

If the Litigation relates to a class action, the Seller hereby agrees that unless the advance is paid off in full, Seller waives the right to opt-out of the class action or any settlement or disposition thereof without the express written consent of the Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed. Any opt-out or attempt to opt-out in violation of this provision shall be wholly void and unenforceable in all respects.

Seller will not refuse to cooperate or take any other action or fail to take any action related to the prosecution and/or settlement of the class action.

Acknowledgement:

[REDACTED]

Date

Ludus Capital Privacy Policy

Ludus Capital ("Ludus") values the relationship it has with you and respects your right to privacy. We have established the following policies to assure that we are committed to protecting your privacy.

How We Safeguard Customer's Privacy

We know that the privacy of your personal information is important to you. That's why Ludus wants you to know how we protect your privacy and the measures we take to safeguard your information.

Our Privacy Pledge

In order to complete transactions with our customers in a prompt, efficient and professional manner, we depend on certain information. In gathering and maintaining this information, we pledge to:

- Collect the information needed to process, complete and service the transaction you have requested.
- Prevent unauthorized access to your information.
- Refuse to disclose health information to third parties for marketing purposes without your consent.
- Maintain control over the confidentiality of your personal information.
- Update you on our privacy practices when they change

How Do We Protect the Confidentiality and Security of Your Information?

We maintain physical, electronic and procedural safeguards to ensure your personal information is treated responsibly and in accordance with our privacy policy. We also restrict access to your personal information within our organization to those employees who need to know that information to process, complete or service your transaction, or to conduct Ludus's business. Employees who have access to customer information may use it only for legitimate business purposes.

Our Information Practices

The following policies and procedures protect the privacy of your information, whether you are a current or former customer:

Categories of Information We May Collect

In the normal course of business we may collect the following types of non-public information about you from the following sources:

Information we receive from you on applications, questionnaires, agreements and other forms (including name, address, income, social security number, information about certain of your assets and other household information).

- Data about your transactions with us, our affiliates or others (such as the specifics about your assets).
- Information available from external sources (such as publicly available records).
- Information, collected with your authorization, from consumer reporting agencies, and other sources (such as credit relationships, credit worthiness and history, or medical information).
- Health information collected with your authorization.

Safeguarding Customer Information

Access to customer information is limited to personnel who need the information to perform their job responsibilities. Physical, electronic, and procedural safeguards are in place to protect your personal information.

How We Use Customer Information

We may share or disclose your non-public personal information (as described above) with non-affiliated companies as described below.

We may disclose your information with non-affiliated companies, as allowed by law, as necessary to effect, process, administer, service or enforce a transaction you have requested.

We may share your information with non-affiliated companies as allowed by law, such as firms that perform services on our behalf including product administration and marketing. We require these companies to meet strict privacy standards.

We may disclose information to non-affiliated entities when required by law, such as to respond to a subpoena, to prevent fraud, or to comply with an inquiry by a government agency.

We may share your information with non-affiliated funders or lenders who are assisting us in processing, funding and completing the transaction you have requested.

Health Information Practices

We will not share your health information with third parties for marketing purposes without your consent.

Is Your Medical Information Confidential?

While we sometimes must collect medical information in connection with a transaction you have requested, we do not use or share it internally or externally, for any purpose except the following:

Monitoring the proceedings of your Litigation;

As required or permitted by law; or

As otherwise authorized by you.

Questions?

We value our customers and want you to understand how we use the information we collect. Please contact us if you have any questions about our privacy policy.

This privacy notice describes our privacy policy for both current and former customers and consumers.

If you need more information about this privacy policy, you can call us at 1-561-962-3300

Keeping Up-To-Date With Our Privacy Policy

This privacy policy takes effect May 5, 2014. We will inform you of our privacy policy at least once a year, as long as you are a customer of Ludus. You can always contact us for a copy by writing to: Ludus Capital, 220 Congress Park Drive, Suite 215, Delray Beach, FL, 33445 Please keep this notice for your records.

Amanda Klinger

From: Tina Olson
Sent: Friday, May 22, 2015 10:14 AM
To: Charles Zimmerman
Cc: Brian Gudmundson; Gordon Rudd
Subject: FW: [REDACTED]
Attachments: Exhibit B (Zimmerman-[REDACTED]); Ludus Capital Portfolio Memo [REDACTED]
[REDACTED]

Ludus has sold their claim to Peachtree and would like you to sign off on a new agreement.

From: Heidi Cuppy
Sent: Friday, May 22, 2015 10:01 AM
To: Tina Olson
Subject: FW: [REDACTED]

HEIDI S. CUPPY | PARALEGAL

ZIMMERMAN REED, PLLP
1100 IDS Center, 80 South 8th Street
Minneapolis, MN 55402 T 612.341.0400

[bio](#) | [website](#) | [map](#)

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From: Marci Roman [<mailto:mroman@walkerpreston.com>]
Sent: Friday, May 22, 2015 9:57 AM
To: Heidi Cuppy
Cc: Adam Connors
Subject: Re: [REDACTED]

Ms. Cuppy,

Please find the attached memo and Exhibit B explaining our request on your client [REDACTED]. Please let us know if you have any questions.

Please also confirm receipt.

Thank you,

Marci Roman | Walker Preston Capital
220 Congress Park Dr., Suite 215 Delray Beach, FL 33445
(800) 552-8579
(561) 214-4028 fax
mroman@walkerpreston.com

On Mon, Nov 24, 2014 at 11:56 AM, Heidi Cuppy <Heidi.Cuppy@zimmreed.com> wrote:

HEIDI S. CUPPY | PARALEGAL

ZIMMERMAN REED, PLLP
1100 IDS Center, 80 South 8th Street
Minneapolis, MN 55402 T 612.341.0400

bio website vCard map

Voice of the People | Class Action Attorneys
Awarded Best Law Firms by U.S. News & World Report

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From: Marci Roman [mailto:mroman@walkerpreston.com]
Sent: Monday, November 24, 2014 10:56 AM
To: Heidi Cuppy
Cc: [REDACTED]; Adam Connors
Subject: [REDACTED]

Hello,

I received [REDACTED] signed portion of the contract. Could you forward me the Exhibit B that Mr. Zimmerman signed?

Thank you,

--

Marci Roman | Walker Preston Capital

220 Congress Park Dr., Suite 215 Delray Beach, FL 33445

(800) 552-8579

(561) 214-4028, fax

mroman@walkerpreston.com

This e-mail may contain information that is privileged, confidential or otherwise protected from disclosure under applicable law and is intended ONLY for particular clients, parties, or entities involved in litigation or dealings with the Zimmerman Reed, PLLP law firm. If you are not the intended recipient or have received this email in error, please notify us immediately by e-mail, discard any paper copies and delete all electronic files of the message. Any unauthorized review, use, disclosure or distribution of the e-mail or its attachment(s) is prohibited by law.

--
Marci Roman | Walker Preston Capital
220 Congress Park Dr., Suite 215 Delray Beach, FL 33445
(800) 552-8579
(561) 214-4028 fax
mroman@walkerpreston.com

Exhibit "B"
ACKNOWLEDGMENT BY COUNSEL

The undersigned attorney, individually and as authorized representative on behalf **Zimmerman Reed, PLLP** (the "Firm"), hereby acknowledges and agrees that:

1. I represent [REDACTED] ("Seller") in the Claims (as defined in that certain Assignment, Sale, Springing Assignment, & Equitable Lien Agreement (the "Agreement"), dated as of **May 29, 2015**, by and between Seller and Peachtree Funding Northeast, LLC ("Purchaser").
2. I will honor the assignment by Seller to Purchaser as contemplated under the Agreement, including without limitation: (a) holding, as fiduciary for Purchaser, any Proceeds (as defined in the Agreement) that shall constitute Property (as defined in the Agreement), together with any permitted fees and costs as set forth in the Agreement; (b) promptly notifying Purchaser that I have become possessed of any Proceeds that may constitute Property and (c) providing information to Purchaser about the Claims and any related litigation, including the existence and amount of any existing liens and prior assignments and the status of the Claims and any related litigation.
3. I will honor the instructions of Seller to disburse that portion of the Proceeds constituting Property to Purchaser in accordance with the Irrevocable Instructions to Counsel in form identical to those attached as Exhibit A to the Agreement as signed by Seller contemplating the execution of this Assignment.
4. To my knowledge, without independent inquiry: (a) the representations and warranties of Seller set forth in Section 3 of the Agreement are true and accurate in all material respects and (b) there are no liens against or prior assignments of the Proceeds, except any such liens or assignments that have been previously disclosed to Purchaser.
5. I have reviewed the Agreement and explained to Seller its terms, including the annualized rate of return applied to calculate the amount to be paid by Seller.
6. To the best of my actual knowledge, Seller has the legal capacity and competency to enter into the Agreement and has not had a guardian, conservator, custodian, curator or any other similar agent appointed to act on Seller's behalf due to a lack of legal capacity or competency.

Zimmerman Reed, PLLP

Dated: _____

(Attorney Sign Here)

By Attorney: _____,
(Attorney Print Name Here)

both individually and as authorized representative of
Zimmerman Reed

ACKNOWLEDGMENT

STATE OF _____ }

SS:

COUNTY OF _____ }

On this _____ day of _____, 2015, before me the undersigned personally appeared Attorney _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the individual executed the instrument.

Notary Public

LUDUS CAPITAL

May 21, 2015

Zimmerman Reed, PLLP
1100 IDS Center, 80 South 8th Street
Minneapolis, MN 55402
Attn: Charles Zimmerman

RE: Sale of Assignment Agreements

Dear Mr. Zimmerman:

This notice is to inform you that Ludus Capital, LLC ("Ludus") is selling its portfolio of Assignment Agreements to Peachtree Funding Northeast, LLC ("Peachtree"). Your firm has acknowledged Ludus' lien previously for the Assignment Agreements related to the individuals you represent in case bearing Index 2:12-md-02323-AB involving the NFL ("Exhibit B" of the Assignment Agreement). Enclosed is a new Exhibit B in favor of Peachtree that we ask you to execute and which will replace the Exhibit B you executed in favor of Ludus.

In addition, Ludus would like to discuss your other clients' funding needs at your convenience.

Please let me know if you have any questions or comments.

Kind regards,

Patrick Preece
Chief Executive Officer, Ludus Capital LLC

Tina Olson

From: Tina Olson
Sent: Thursday, May 28, 2015 2:39 PM
To: Adam Connors; Charles Zimmerman
Cc: 'Patrick Preece'; [REDACTED]
Subject: RE: Updated Exhibit
Attachments: [REDACTED]

Mr. Connors:

Attached please find the fully executed Exhibit B – Acknowledgment by Counsel form.

Thank you.

TINA M. OLSON | PARALEGAL

ZIMMERMAN REED, PLLP
1100 IDS Center, 80 South 8th Street
Minneapolis, MN 55402 T 612.341.0400

[bio](#) · [website](#) · [map](#)

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From: Adam Connors [<mailto:aconnors@walkerpreston.com>]
Sent: Thursday, May 28, 2015 1:33 PM
To: Charles Zimmerman
Cc: 'Patrick Preece'; [REDACTED] Tina Olson
Subject: RE: Updated Exhibit

Many thx.
Make it a great day!

Adam Connors

Managing Director | Walker Preston
office: 201.377.2346 cell: 201.921.4397
Aconnors@walkerpreston.com

From: Charles Zimmerman [<mailto:Charles.Zimmerman@zimmreed.com>]
Sent: Thursday, May 28, 2015 2:34 PM
To: Adam Connors
Cc: Patrick Preece; [REDACTED] Tina Olson
Subject: Re: Updated Exhibit

I signed and Tina will provide today via PDF I expect.

CHARLES S. ZIMMERMAN | Chairman

ZIMMERMAN REED, PLLP
1100 IDS Center, 80 South 8th Street
Minneapolis, MN 55402 T 612.341.0400

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On May 28, 2015, at 1:32 PM, Adam Connors <aconnors@walkerpreston.com> wrote:

Hi Bucky,
Would you be able to get us the updated Exhibit by day's end?
Apologies for being so aggressive. We are a bit under the gun on time.
I very much appreciate your attention to this matter.

Make it a great day!

Adam Connors

Managing Director | Walker Preston
office: 201.377.2346 cell: 201.921.4397
Aconnors@walkerpreston.com

From: Adam Connors [<mailto:aconnors@walkerpreston.com>]
Sent: Thursday, May 28, 2015 9:21 AM
To: 'Charles Zimmerman'
Cc: [REDACTED] 'patrick@walkerpreston.com'
Subject: RE: Updated Exhibit

Charles,

To be clear, we are not looking to your firm to make any representations as to the success of [REDACTED] claim. In addition, this Advance (it is not a loan) is non-recourse so if [REDACTED] is not successful in his claim against the NFL, he is not responsible for paying back the Advance. That being said, we are looking for your firm to acknowledge the lien created by our Advance and to pay off the lien BEFORE remitting any potential proceeds to [REDACTED] should he prevail.

Kind regards,
Adam

Adam Connors

Managing Director | Walker Preston
office: 201.377.2346 cell: 201.921.4397
Aconnors@walkerpreston.com

From: Charles Zimmerman [mailto:Charles.Zimmerman@zimmreed.com]
Sent: Thursday, May 28, 2015 9:02 AM
To: Adam Connors
Cc: [REDACTED]
Subject: Re: Updated Exhibit

Adam

I want to be clear. Our firm does not represent that [REDACTED] qualified or might qualify for any compensable illness under the settlement terms. There has been no representation to you on his qualifying now or in the future
Further neither me or my firm will have any exposure under your loan to [REDACTED]

Please confirm

Charles S Zimmerman | Chairman
ZIMMERMAN REED, PLLP
www.zimmreed.com

On May 28, 2015, at 7:55 AM, Adam Connors <aconnors@walkerpreston.com> wrote:

Hi Bucky,
If you would be kind enough to get this taken care of ASAP I would very much appreciate it.
Many thx in advance!

Adam Connors

Managing Director | Walker Preston
office: 201.377.2346 cell: 201.921.4397
Aconnors@walkerpreston.com

From: Adam Connors [mailto:aconnors@walkerpreston.com]
Sent: Wednesday, May 27, 2015 4:40 PM
To: 'Charles.zimmerman@zimmreed.com'
Cc: 'heidl.cuppy@zimmreed.com'
Subject: Updated Exhibit
Importance: High

Hi Charles/Heidi,
Sorry for any confusion.....
I realized that I had not sent you the most updated Exhibit B.
If you would be kind enough to get this executed ideally today it would be much appreciated. We are supposed to submit this to Peachtree tomorrow.

On another note, Charles, please call me when you have a second so I can walk you through how our program works, so you can offer it to some of your other clients.

Make it a great day!

Adam Connors

Managing Director | Walker Preston
office: 201.377.2346 cell: 201.921.4397
Aconnors@walkerpreston.com

<Ludus Capital Portfolio Memo [REDACTED]

<Exhibit B Ohio (Zimmerman-[REDACTED])

This e-mail may contain information that is privileged, confidential or otherwise protected from disclosure under applicable law and is intended ONLY for particular clients, parties, or entities involved in litigation or dealings with the Zimmerman Reed, PLLP law firm. If you are not the intended recipient or have received this email in error, please notify us immediately by e-mail, discard any paper copies and delete all electronic files of the message. Any unauthorized review, use, disclosure or distribution of the e-mail or its attachment(s) is prohibited by law.

This e-mail may contain information that is privileged, confidential or otherwise protected from disclosure under applicable law and is intended ONLY for particular clients, parties, or entities involved in litigation or dealings with the Zimmerman Reed, PLLP law firm. If you are not the intended recipient or have received this email in error, please notify us immediately by e-mail, discard any paper copies and delete all electronic files of the message. Any unauthorized review, use, disclosure or distribution of the e-mail or its attachment(s) is prohibited by law.

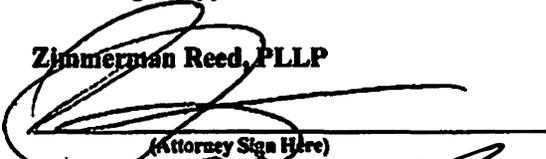
Exhibit "B"
ACKNOWLEDGMENT BY COUNSEL

The undersigned attorney, individually and as authorized representative on behalf of Zimmerman Reed, PLLP (the "Firm"), hereby acknowledges and agrees that:

1. I represent [REDACTED] ("Seller") in the Claims (as defined in that certain Assignment, Sale, Springing Assignment, & Equitable Lien Agreement (the "Agreement"), dated as of May 29, 2015, by and between Seller and Peachtree Funding Northeast, LLC ("Purchaser").
2. I will honor the assignment by Seller to Purchaser as contemplated under the Agreement, including without limitation: (a) holding, ~~as trustee~~ for Purchaser, any Proceeds (as defined in the Agreement) that shall constitute Property (as defined in the Agreement), together with any permitted fees and costs as set forth in the Agreement; (b) promptly notifying Purchaser that I have become possessed of any Proceeds that may constitute Property and (c) providing information to Purchaser about the Claims and any related litigation, including the existence and amount of any existing liens and prior assignments and the status of the Claims and any related litigation.
3. I will honor the instructions of Seller to disburse that portion of the Proceeds constituting Property to Purchaser in accordance with Irrevocable Instructions to Counsel in form identical to those attached as Exhibit A to the Agreement as signed by Seller.
4. To my knowledge, without independent inquiry: (a) the representations and warranties of Seller set forth in Section 3 of the Agreement are true and accurate in all material respects and (b) there are no liens against or prior assignments of the Proceeds, except any such liens or assignments that have been previously disclosed to Purchaser.
5. Pursuant to Ohio Revised Code Section 1349.55(B)(6), I hereby acknowledge the following:
 - (a) I have reviewed the Agreement and all costs and fees have been disclosed including the annualized rate of return applied to calculate the amount to be paid by Seller;
 - (b) I am being paid on a contingency basis per a written fee agreement;
 - (c) All proceeds of the Litigation will be disbursed via my trust account or a settlement fund established to receive the proceeds of the Litigation from the defendant on behalf of Seller;
 - (d) I am following the written instructions of Seller with regard to the non-recourse civil litigation advance contemplated under the Agreement.
6. To the best of my actual knowledge, Seller has the legal capacity and competency to enter into the Agreement and has not had a guardian, conservator, custodian, curator or any other similar agent appointed to act on Seller's behalf due to a lack of legal capacity or competency.

MS
UDN Privatized
S

Zimmerman Reed, PLLP


(Attorney Sign Here)

Dated: 5/27/2015

By Attorney: Charles S. Zimmerman
(Attorney Print Name Here)

both individually and as authorized representative of Zimmerman Reed, PLLP

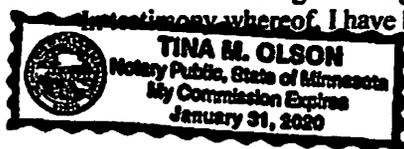
ACKNOWLEDGMENT

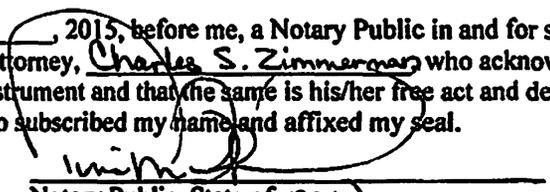
STATE OF Minnesota }

SS:

COUNTY OF Hennepin }

On this 27th day of May, 2015, before me, a Notary Public in and for said state, personally appeared the above-named Attorney, Charles S. Zimmerman who acknowledged before me that he/she did sign the forgoing instrument and that the same is his/her free act and deed.




Notary Public, State of mn

Printed Name: Tina M. Olson
My commission expires: 1-31-2020

Seller's Initials _____

EXHIBIT B

6400 Main Street, Suite 120
Williamsville, New York 14221-0000
Phone: (800) 352-9676
Fax: (716) 639-8382

FAX

**Plaintiff Support Services - A Division of Plaintiff
Funding Holding Inc.**

To:	Brian Gudmundson, Esq.	From:	Funding Department
Fax:	(612) 341-0844	Pages:	10 pages (including cover sheet)
Phone:	(612) 341-0400	Date:	January 16, 2014
Re:	[REDACTED]	CC:	

Dear Sir/Madame:

Please find the following documents for execution by both you and your client.

- **Survey** (1 pg) - must be filled out by client
- **Declaration** (1 pg) - requires client's signature and notarization
- **Irrevocable Letter of Instruction** (1 pg) - must be notarized; signed by client & attorney
- **Funding Agreement** (5 pgs)
 - Pages 1 - 4 requires client's initials in bottom right corner
 - Page 5 requires client's signature and must be notarized
- **PROOF OF IDENTIFICATION** (i.e. driver's license, passport, etc.) - **WE WILL NOT DISBURSE FUNDS UNTIL WE RECEIVE PROOF OF IDENTIFICATION.**

Kindly review and execute the attached documents. Please note that **ALL** outlined items must be executed and returned to our office via **fax** at **716-639-8382** or email at **hjones@plaintiffsupport.com**.

PLAINTIFF SUPPORT SERVICES - A DIVISION OF PLAINTIFF FUNDING HOLDING INC. SHALL NOT BE BOUND BY THIS AGREEMENT UNTIL IT IS FULLY EXECUTED TOGETHER WITH ALL ATTORNEY DOCUMENTS AND MAY CANCEL THIS TRANSACTION WITHOUT LIABILITY AT ANY TIME PRIOR TO THE RELEASE OF FUNDS.

YOUR CLIENT IS SCHEDULED TO RECEIVE FUNDS AS FOLLOWS:

- Via CHECK - we must receive fully executed documents before 2:00 pm (EST) to be overnighted and the check will be sent to your office unless otherwise indicated

Thank you for your cooperation. Should you have any questions, please feel free to contact me at (800) 352-9676.

Plaintiff Support Services - A Division of Plaintiff Funding Holding Inc.
6400 Main Street
Suite 120
Williamsville, New York 14221-0000
(800) 352-9676

January 16, 2014

Brian Gudmundson, Esq.
Zimmerman Reed, Attorneys
1100 IDS Center
80 South 8th Street
Suite 1100
Minneapolis, Minnesota 55402-0000

Re: Irrevocable Letter of Instruction

Client: [REDACTED]

Case: [REDACTED] for the incident that occurred on or about 01/01/2011, or any other related actions

Dear Brian Gudmundson, Esq.:

This letter, along with copies of the Plaintiff Support Services - A Division of Plaintiff Funding Holding Inc. Funding Agreement will confirm that I am irrevocably assigning an interest in the proceeds from any settlement of my pending case (as described above) to Plaintiff Support Services - A Division of Plaintiff Funding Holding Inc. ("PSS - PFHI").

I hereby instruct you and any future attorney representing me to honor and follow my irrevocable instructions to you listed below:

1. Before disbursements of any settlement or judgment proceeds from my claim, have your office contact PSS - PFHI at (800) 352-9676 to confirm the amount due under the terms of my Plaintiff Support Services - A Division of Plaintiff Funding Holding Inc. Funding Agreement. PLEASE BE ADVISED THAT YOU MAY NOT DISBURSE ANY FUNDS FROM MY PORTION OF THE SETTLEMENT, COLLECTION, JUDGEMENT, COMPROMISE, OR ANY OTHER COLLECTION RESULTING FROM THIS CASE WITHOUT FIRST SATISFYING PSS - PFHI'S LIEN.
2. Upon disbursement of any settlement or judgment proceeds from my claim, deduct and forward all amounts payable to Plaintiff Support Services - A Division of Plaintiff Funding Holding Inc. before any proceeds are distributed to me, via mail to:
Plaintiff Holding V, LLC, PO Box 3027, Hicksville, New York 11802-3027
3. Upon request from PSS - PFHI, disclose the gross settlement amount from my claim for internal purpose only.
4. Promptly notify PSS - PFHI if there are any other assignments or liens on this claim now and in the future.
5. If in the future you are no longer representing me in this claim, promptly notify PSS - PFHI within 48 hours.
6. Cooperate with PSS - PFHI by providing, upon request, any information regarding my claim and the defendant(s) to PSS - PFHI that does not violate the attorney/client privilege.

Very truly yours,

Sworn to and subscribed before me on _____

[REDACTED]

Notary Public

Attorney Acknowledgement

As your attorney, I acknowledge receipt of this letter and further acknowledge notice of the fact that you have granted Plaintiff Support Services - A Division of Plaintiff Funding Holding Inc. ("PSS - PFHI") a Security Interest and Lien in the proceeds of your case as a consequence of your Funding Agreement with them. I acknowledge that pursuant to the Funding Agreement, you have assigned a portion of your proceeds to them. I further acknowledge that I will follow all of your irrevocable instructions to me as outlined above in this letter and will honor the terms of your Plaintiff Support Services - A Division of Plaintiff Funding Holding Inc. Funding Agreement. I know of no other lien in this case as a result of funding similar in nature to PSS - PFHI and acknowledge that my client's Funding Agreement prohibits the client from creating any other liens resulting from funding similar in nature to PSS - PFHI. Prior to making any distribution to my client, I will contact PSS - PFHI to ascertain the amount due and will not pay any portion of my client's proceeds to client or on client's behalf (other than attorney's fees for this case and any prior liens) until PSS - PFHI's lien is satisfied in full. I understand that marking a check or accompanying letter to the effect of a release of claim or "in full satisfaction", absent a written confirmation that you will accept a lesser sum, will not have a legal effect and that you are authorized to deposit said check without prejudice to your rights to collect payment in full.

I represent that this case is still pending in active status and that there presently are no motions for final disposition, including but not limited to summary judgment. However, I further represent that this case is being vigorously defended as to both liability and injury and that there is no guarantee that the plaintiff will be successful or will recover sufficiently to satisfy your lien in whole or in part.

I am the attorney of record in the above-captioned case. I further certify that I have received a copy of and reviewed the PSS - PFHI Funding Agreement, and explained the terms to my client. This certification shall be deemed a material part of the PSS - PFHI Funding Agreement.

Attorney Signature

Print Name

Date

**PLAINTIFF SUPPORT SERVICES - A DIVISION OF PLAINTIFF FUNDING HOLDING INC.
FUNDING AGREEMENT**

This Funding Agreement, made as of January 16, 2014, is between [REDACTED] residing at [REDACTED] [REDACTED] (hereinafter "I"), and Plaintiff Support Services - A Division of Plaintiff Funding Holding Inc. having its principal place of business at 6400 Main Street, Suite 120, Williamsville, New York 14221-0000 (hereinafter "PSS - PFHI").

RECITALS

- A. I am currently engaged in a pending legal claim and/or lawsuit as a result of injuries arising out of a personal injury claim defined as [REDACTED] for the incident that occurred on or about 01/01/2011, or any other related actions, (hereinafter referred to as "Lawsuit") or any other related action which shall include, without limitation, any lawsuits or claims in which I am asserting my right to recovery for my injury, whether it is against the defendants named in the lawsuits, or others, and shall include any claims I may or will have for the handling of my original claim or lawsuit.
- B. I have been advised by PSS - PFHI to discuss this matter with my attorney and/or such other legal counsel of my own choosing prior to signing this Agreement and that I have either received such counsel or expressly waived it.
- C. You have advised me to assess all of my alternatives to funding my immediate economic needs prior to accepting this funding. Because PSS - PFHI is taking a high risk in giving me this funding, I understand that PSS - PFHI may make a large profit. However, PSS - PFHI will be paid only from the proceeds of the Lawsuit, and agrees not to seek money from me directly in the event that the Lawsuit is not successful. I will use the proceeds advanced to me for my life needs only.
- D. This Funding Agreement and all of its principal terms have been fully explained to me, and all questions that I might have about this transaction have been fully explained to me in English or such other language that I speak best.
- E. I represent that there are no pending tax claims nor are there any pending criminal allegation(s) or charge(s) against me.

SECTION 1. FULL DISCLOSURE

Total to be advanced to me under THIS agreement:	\$50,000.00
Total to be advanced to me under ALL agreements:	\$50,000.00
Case Monitoring Fee (total of all fundings):	\$100.00
Application Fee (total of all fundings):	\$250.00 *
Total amount to be repaid by me under ALL agreements:	

<u>Date of Payment to PSS - PFHI</u>	<u>Amount Due</u>
If payment is made on 07/15/2014	\$59,302.99
If payment is made on 01/15/2015	\$70,035.24
If payment is made on 07/15/2015	\$82,488.58
If payment is made on 01/15/2016**	\$97,416.81

* Other fees may apply as per agreement but are not anticipated at the time of funding.
 ** This chart includes example dates only. Dates in-between and after those shown may reflect other pay-off amounts. Always contact PSS - PFHI for your exact pay-off amount.

SECTION 2. FUNDING AND REPAYMENT TERMS

1. In consideration for the receipt of the sum of fifty thousand and xx / 100 dollars (\$50,000.00) from PSS - PFHI, I am assigning an interest equal to the funded amount, together with accrued use fee, compounded monthly, and other fees or costs, from the proceeds of my lawsuit to PSS - PFHI. The monthly use fee shall be a charge in an amount equal to 2.75% monthly of the amount funded to me herein. This funded amount includes the Application Fee that I agreed to when first applying for this funding. **(Together, this makes my total funded amount \$50,350.00.)** In the event that any funding is repaid with proceeds within the first 3 months, the pay-off amount will be computed as if it were repaid at the end of that period. The monthly use fee is charged from this date until the end of the 1 month interval during which payment of proceeds is made to PSS - PFHI. In the case of multiple fundings, then these fees shall accrue on each funded sum from the date of each individual funding. These amounts will be deducted from the proceeds of my lawsuit. If I do not recover any money from my lawsuit, I will not owe PSS - PFHI anything. If I recover money from my lawsuit, which is insufficient to pay the full amount due to PSS - PFHI, then PSS - PFHI's recovery will be limited to the proceeds of the lawsuit.
2. I hereby direct said amount to be distributed as follows: \$50,000.00 payable to [REDACTED]
3. I understand and agree that any funds that you advance to me for the purpose of receiving any medical treatment of any kind, including but not limited to surgery, physical therapy or psychological treatments or therapy, shall be returned to you immediately in the event that I opt not to undergo such treatment for any reason whatsoever. Under these limited circumstances, I will remain indebted to you for the return of these funds, together with all appurtenant costs and fees regardless of the outcome of my Lawsuit.
4. Before re-paying you, I instruct my attorney to verify the full payment balance owed. I understand that should my attorney, any payer or I send you a check for less than the sum actually due in pay-off of my obligations, even if such check is marked in any way to indicate that it is in full satisfaction or in full release of your claim, and absent written acceptance of said lesser sum from you, I consent to your immediate deposit of such check through my fiduciary and I will remain liable for the balance still due and owing with such charges and fees as may accrue until you are paid in full.
5. The term "proceeds" shall include any money paid as a consequence of the Lawsuit whether by settlement, judgment or otherwise.
6. PSS - PFHI reserves the right, at its sole and absolute discretion, to decline any advances not yet made under this agreement. This shall not affect my obligations regarding any funds which actually were advanced, including but not limited to fees and charges.
7. I hereby waive any defense to payment of the sums due and promise not to seek to avoid payment of any money due to PSS - PFHI under this Agreement.
8. I will instruct my attorney to mail all payments to:

Plaintiff Holding V, LLC
PO Box 3027
Hicksville, New York 11802-3027
9. I understand that the payment instructions set forth herein are irrevocable and are not subject to modification in any manner, except by PSS - PFHI or any successor lender so identified by them and only by written notice rescinding or modifying the payment instructions contained herein.
10. **Cut and Cap Program.** Provided that I have not violated any term of this Funding Agreement, or related documents, if my case has not reached a final disposition (i.e. trial verdict which is not being appealed or a settlement) thirty six (36) months after the date of each actual funding made under this Funding Agreement, you will reduce my monthly use fee for the period commencing with the first day of the thirty-seventh (37th) month to one percent (1%) per month of the amount outstanding on the first day of the 37th month, without further compounding. I understand that this may materially *decrease* the Annual Percentage Rate that is indicated in the Full Disclosure Box on page one of the Funding Agreement. In the case of multiple or "Rolling" Funding Agreements, the thirty six (36) month period shall be calculated from the date of each funding. Additionally, your recovery of my repayment will be capped on the following terms and conditions: provided that I have not violated any term of this Funding Agreement, or related documents, my obligation to repay you shall never exceed the principal amount that you have advanced to me (the "total funded amount" as indicated in Section 2, paragraph 1 of this Funding Agreement) in addition to a sum equal to one-third (1/3) of the gross recovery (before costs, liens, and attorneys'

fees) in my Lawsuit ("Proceeds"). I understand that this may materially *decrease* the Annual Percentage Rate indicated in the Full Disclosure Box on page one of this Funding Agreement. I understand that I will remain eligible for the "Cut and Cap Program" if and only if I violate no term of this Funding Agreement, or related documents, and if and only if my attorney complies with the terms and conditions set forth herein, including but not limited to providing timely progress reports to PSS - PFHI and providing a timely notification of receipt of Proceeds.

SECTION 3. SECURITY INTEREST

1. I hereby grant PSS - PFHI a Lien and Security Interest in the proceeds of the Lawsuit. The amount due you shall be withheld from any money collected as a result of the Lawsuit and paid immediately upon collection to PSS - PFHI. The amount due shall be paid immediately after my attorney fees (including the expenses charged by my attorney for costs) and after payment to any lien holders that might exist of record as of this date, or which may have priority by law. I will not receive any money from the proceeds of the Lawsuit until PSS - PFHI has been paid in full. This shall also apply to any structured settlement of my lawsuit. I acknowledge that my receipt or use of any funds prior to the full re-payment to PSS - PFHI shall constitute an illegal conversion and may well be a crime.
2. In the event that the assignment of my interest in the proceeds of the Lawsuit is not permitted by law, then I agree to pay PSS - PFHI all of the funds due under this Agreement immediately upon the payment of the Lawsuit proceeds as a separate and independent obligation.
3. I hereby agree that I will not knowingly create additional liens against the proceeds without the prior written consent of PSS - PFHI except those as may be necessary to the prosecution of the case. I specifically promise not to create any liens against the proceeds of the case as a result of any funding or loans that I might receive after the date of this agreement.
4. I understand that I am not assigning my cause of action (lawsuit) to you, but rather a portion of the proceeds of the Lawsuit.
5. I direct my attorney, and any future attorney representing me in the lawsuit, to honor this lien. If PSS - PFHI must engage the services of any attorney to collect the sum due, then I will be responsible for reasonable attorneys fees and costs for such. I agree that a fee equal to one-third of the money due PSS - PFHI is a reasonable fee for such purpose. If I am required to engage an attorney to defend myself against an improper claim by PSS - PFHI, then the prevailing party shall be entitled to reasonable attorneys fees in an amount equal to one-third of the money that PSS - PFHI has wrongfully claimed.
6. **PSS - PFHI SHALL HAVE NO RIGHT TO AND WILL NOT MAKE ANY DECISIONS WITH RESPECT TO THE CONDUCT OF THE UNDERLYING CIVIL ACTION OR CLAIM OR ANY SETTLEMENT OR RESOLUTION THEREOF AND THAT THE RIGHT TO MAKE THOSE DECISIONS REMAINS SOLELY WITH ME AND MY ATTORNEY IN THE CIVIL ACTION OR CLAIM.**
7. PSS - PFHI may, in its sole discretion, file a Uniform Commercial Code Form 1 (UCC-1) instrument in whatever jurisdiction it chooses, and notice any party it may choose, of its Security Interest and Lien and is appointed attorney in-fact solely for such purposes.

SECTION 4. RIGHT OF CANCELLATION

CONSUMER'S RIGHT TO CANCELLATION: YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN FIVE BUSINESS DAYS FROM THE DATE YOU RECEIVE FUNDING FROM PSS - PFHI. In order for the cancellation to be effective, I understand that I must return all money given to me by PSS - PFHI simultaneously with my rescission. I may do this by making personal delivery to PSS - PFHI's offices of: (a) the undeposited (or un-cashed) check that PSS - PFHI gave to me; (b) a Certified or Bank check in the exact amount that PSS - PFHI gave me; or (c) a Money Order in the exact amount that PSS - PFHI gave me. I may also mail by insured, registered or certified U.S. mail, postmarked within five (5) business days of receipt of funds from PSS - PFHI, a notice of cancellation together with PSS - PFHI's un-cashed check, or a certified or registered check or money order for the full amount of the disbursed funds

SECTION 5. ACCURACY OF INFORMATION

If PSS - PFHI should become aware that you made a material misstatement in your application or in connection with your Lawsuit, or committed a fraudulent or criminal act either in connection with this transaction, or in a matter that would adversely and significantly impact on your lawsuit (unless disclosed to us prior to funding), then you will be liable to PSS - PFHI for all sums advanced, together with outstanding fees and charges without regard to the outcome of your Lawsuit. In the case of

multiple fundings, should PSS - PFHI become aware of any of the foregoing between fundings, PSS - PFHI may, additionally, at its sole and exclusive option, discontinue any future funding.

SECTION 6. NOTIFICATIONS

1. I understand that should I decide not to pursue my case I will notify PSS - PFHI within FIVE (5) BUSINESS DAYS of that decision.
2. I have instructed my attorney to cooperate with you and to give you periodic updates of the status of my case as you request. If I change attorneys, I will notify you within 48 hours of the change, and provide you with the name, address and phone number of my new attorney. If I choose to drop my case, I will contact PSS - PFHI within 5 business days.
3. I will receive any notices required at the address I have first listed above. If I move, I will notify you within 72 hours of my new address.

SECTION 7. MISCELLANEOUS

1. This Agreement constitutes the entire agreement between the parties and there are no representations, warranties, covenants or obligations except as set forth herein. This Agreement supercedes all prior and contemporaneous agreements, understandings, negotiations, or discussions, written or oral, of the parties hereto, relating to any transaction contemplated by the agreement, however, this Agreement does not supersede any previously execute funding agreements between the parties. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns.
2. In the event that there is a dispute as to the amount owed at the time that the Lawsuit is resolved, it is expressly understood that my attorney shall not disburse any funds to me, or on my behalf, except for attorney's fees and/or actual disbursements incurred by my attorney in connection with the prosecution of the Lawsuit. I hereby make the foregoing an irrevocable direction to my attorney, or his successors.
3. If any provision of this Agreement shall be deemed invalid or unenforceable, it shall not affect the validity or enforceability of any other provision hereof. This written agreement represents the entire agreement between the parties. It may only be modified in writing. This Agreement takes precedence over any prior understandings, representations or agreements.
4. Certain jurisdictions prohibit "Champerty". Basically, champerty makes it illegal for an individual or company to acquire someone else's right to sue. In entering into this agreement, the parties acknowledge that PSS - PFHI is in no way acquiring my right to sue; that I have already started the Lawsuit; that the Lawsuit absolutely belongs to me and no one else; and that PSS - PFHI will in no way be involved in the decisions that me and my attorney(s) make in connection with the Lawsuit. This is an investment and not a loan, but should a Court of competent jurisdiction construe it to be the latter, then I agree that interest shall accrue at the maximum rate permitted by law.
5. I agree that any disputes that may arise out of this Agreement shall be adjudicated in either the Supreme Court, or the Civil Court in the County of Kings. This agreement will be construed in accordance with the laws of the State of New York. I understand that in the event that you do not receive payment as required by this Agreement and that you need to take action to pursue such payment, you may collect, in addition to the amount due and owing, reasonable attorneys fees and costs in enforcing your efforts. I agree that an amount equal to one third (33 1/3%) of the amount due and owing is a reasonable attorney's fee. Notwithstanding the foregoing, the prevailing party in any legal action shall be entitled to reasonable attorney's fees and costs, and that one-third (33 1/3%) of the sum at issue is a reasonable attorney's fee.
6. This Agreement may be executed in separate counterparts. A signature transmitted by FAX shall be effective with the same force and effect as an original signature.
7. Notwithstanding any other provision of this contract, at the sole and exclusive option of PSS - PFHI, any controversy or claim arising out of or relating to this contract, including without limitation the interpretation, validity, enforceability or breach thereof, shall be settled by final, binding arbitration administered by the American Arbitration Association (hereinafter referred to as "AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be a practicing attorney or a retired judge licensed to practice in the State of New York. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" mean all pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. The award shall be in writing, shall be signed by the arbitrator, and shall include a statement regarding the reasons for the disposition of any claim. PSS - PFHI may exercise its sole and exclusive

option to arbitrate at any time whatsoever, unless PSS - PFHI has commenced a litigation or interposed a counter claim in litigation that you have commenced. This option is not waived in the event that PSS - PFHI interposes an Answer in an action that you have commenced. I HEREBY EXPRESSLY WAIVE THE RIGHT TO CONSOLIDATE, OR TO HAVE HANDLED AS A CLASS ACTION, ANY PROCEEDINGS, CONTROVERSIES, ARBITRATIONS OR DISPUTES OF ANY NATURE WITH ANY PROCEEDINGS, CONTROVERSIES, ARBITRATIONS OR DISPUTES INVOLVING ANY PERSON OR ENTITY WHO IS NOT A PARTY TO THIS AGREEMENT.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

A copy of this contract will be sent to both me and my attorney.

I hereby accept PSS - PFHI's funding as per the terms of this agreement, grant PSS - PFHI a Security Interest and Lien as per the terms hereof, and assign the proceeds of my lawsuit to the extent specified in this agreement on the _____ day of _____, 2014.

DO NOT SIGN THIS CONTRACT BEFORE YOU HAVE READ IT COMPLETELY, OR IF IT CONTAINS ANY BLANK SPACES. BEFORE YOU SIGN THIS CONTRACT YOU SHOULD OBTAIN THE ADVICE OF YOUR ATTORNEY. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CONTRACT.

[Redacted]

State of _____)
County of _____) ss.:

On the _____ day of _____, 2014, before me personally came [Redacted] (each) known to me, and known to me to be the individual (s) described in and who executed the within document and duly acknowledged to me that s/he executed the same.

NOTARY PUBLIC

Plaintiff Support Services - A Division of Plaintiff Funding Holding Inc.
6400 Main Street
Suite 120
Williamsville, New York 14221
(800) 352-9676

REMINDER
PLAINTIFF SUPPORT SERVICES
A Division of Plaintiff Funding Holding Inc.
Against Recovery
Call 1-800-352-9676
Before settlement or distribution for Payout amount

January 27, 2014

Brian Gudmundson, Esq.
Zimmerman Reed, Attorneys
1100 IDS Center
80 South 8th Street
Suite 1100
Minneapolis, Minnesota 55402-0000

Re: [REDACTED]

Dear Brian Gudmundson, Esq.:

As you are aware, your client recently received a cash advance against their accident case in the amount of \$50,000.00. This amount was distributed as follows.

- \$50,000.00 made payable to [REDACTED]

Please note that these amounts do not include any application fees or other charges previously agreed to by your client. A copy of the executed funding agreement and/or distribution check(s) will be made available at your request. In addition, a copy of your client's payment schedule is attached to this letter.

I have also included a sticker which should be affixed to your file to remind your office of the lien Plaintiff Support Services - A Division of Plaintiff Funding Holding Inc. has against this case. We appreciate your help and assistance. Please contact us when the case nears settlement for a payoff figure.

Regards,

Plaintiff Funding Holding Inc.

Plaintiff Support Services - A Division of

Plaintiff Support Services - A Division of Plaintiff Funding Holding Inc.
6400 Main Street
Suite 120
Williamsville, New York 14221-0000
(800) 352-9676

<u>Date of Payment to Plaintiff Support Services - A Division of Plaintiff Funding Holding Inc</u>	<u>Amount Due</u>
If payment is made on 07/24/2014	\$59,345.63
If payment is made on 01/24/2015	\$70,077.88
If payment is made on 07/24/2015	\$82,531.22
If payment is made on 01/24/2016*	\$97,459.45

*This chart includes example dates only. Dates in-between and after those shown may reflect other pay-off amounts. Always contact Plaintiff Support Services - A Division of Plaintiff Funding Holding Inc. for your exact pay-off amount.



First Request
53

April 30, 2014

Zimmerman Reed, Attorneys
ATTN: Brian Gudmundson
1100 IDS Center, 80 South 8th Street
Suite 1100
Minneapolis, Minnesota 554020000

Re: LawCash Client - Audit Confirmation

We are engaged in a quarterly review of our accounts. In connection with this review, we desire that you confirm with our lender the following information in our records as of **March 31, 2014**.

Per the Funding Agreement executed for this matter, please indicate the status of your client's claim by completing the form enclosed and mailing it in the return envelope provided.

Yours sincerely,

Plaintiff Funding Corporation ("LAWCASH")

NOTE: This is an audit confirmation. Please direct all questions regarding current payoff amounts separately to LawCash.

Control #	Firm Name	Contact	Obligor	Pending	Settled	Date paid anticipated?	Trial, settlement conf. or mediation scheduled	Date scheduled?	Case resolved in Defendant's favor	Signature	Date
53	Zimmerman Reed, Attorneys	Brian Gudmundson	[REDACTED]								



May 16, 2014

BRIAN C. GUDMUNDSON
Admitted in Minnesota
Brian.Gudmundson@zimmreed.com

REPLY TO MINNEAPOLIS

Plaintiff Funding Corporation ("Law Cash")
ASG
Rockefeller Center Post Office
P.O. Box 4812
New York, NY 10124-0036

RE: [REDACTED]

To Whom It May Concern:

Pursuant to your request, enclosed and returned to you please find the Audit Confirmation form concerning my client,
[REDACTED]

Very truly yours,

ZIMMERMAN REED, P.L.L.P.

A handwritten signature in black ink, appearing to be "B. Gudmundson", written over a horizontal line.

Brian C. Gudmundson

BCC/tmo
enc.

Control #	Firm Name	Contact	Obligor	Pending	Settled	Date pmt anticipated?	Trial, settlement conf. or mediation scheduled	Date scheduled?	Case resolved in Defendant's favor	Signature	Date
53	Zimmerman Reed, Attorneys	Brian Gudmundson	[REDACTED]	✓		Unknown	None				5/16/14

ZIMMERMAN | REED
— ATTORNEYS

September 9, 2014

BRIAN C. GUDMUNDSON
Admitted in Minnesota
Brian.Gudmundson@zimmreed.com

REPLY TO MINNEAPOLIS

Plaintiff Funding Corporation
ASG
Rockefeller Center Post Office
P.O. Box 4812
New York, NY 10124-0036

RE: [REDACTED]
Client ID: [REDACTED]

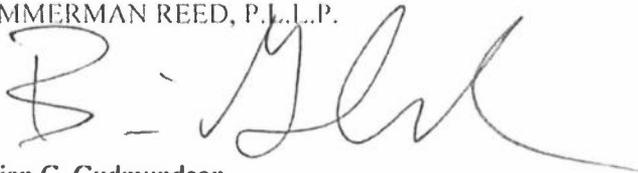
To Whom It May Concern:

I am in receipt of your correspondence requesting a quarterly status update report regarding the above named file. Please be advised that the settlement Mr. [REDACTED] is involved in is currently being appealed. Once the appeal process has been concluded the settlement still needs to be finalized by the Court. It is anticipated that no funds will be released to Mr. [REDACTED] for at least another year pending the approval and appellate process.

Please feel free to follow up with my office at any time. Should the settlement funds be released at some unexpected time, we will contact you.

Very truly yours,

ZIMMERMAN REED, P.L.L.P.



Brian C. Gudmundson

BCG/tmo



November 10, 2015

BRIAN C. GUDMUNDSON
Admitted in Minnesota
Brian.Gudmundson@zimmreed.com

REPLY TO MINNEAPOLIS

Plaintiff Funding Holding Inc.
6400 Main St., Suite 120
Williamsville, NY 14221

RE: [REDACTED]

To Whom It May Concern:

I write to inform you that [REDACTED] has decided to represent himself in the NFL Concussion Litigation going forward and, accordingly, has informed our firm, Zimmerman Reed, LLP to cease all representation on his behalf.

Because we no longer represent Mr. [REDACTED] we can no longer comply with the provisions assigned to us under the contract between you and Mr. [REDACTED]. Simply put, we cannot promise that we will satisfy your lien with the proceeds we receive for his claim because we will not receive his settlement funds in the first instance. In addition, we will not be able to provide updates on the status of Mr. [REDACTED] claim.

Accordingly, from this point forward, you should contact Mr. [REDACTED] directly concerning his outstanding loan with your company. Please do not hesitate to let me know if you have any questions.

Very truly yours,

ZIMMERMAN REED, L.L.P.

A handwritten signature in black ink, appearing to read "B. Gudmundson".

Brian C. Gudmundson

BCG/tmo

cc: [REDACTED]