

## CASE CASH GP, LLC

ATTORNEY SECURITY INTEREST AND PAYMENT  
ACKNOWLEDGEMENT

Case Cash GP, LLC  
 720 Fifth Avenue, Suite 1901  
 New York, NY 10019

15<sup>th</sup> Day of January, 2011

Re: Foribio De Jesus vs. J&A Wine Liquor Corp., Paskal, LLC, Aristides De La Cruz and Jose De La Cruz, in the Supreme Court of the State of New York, County of Bronx, Index No. 301460/11

Gentlemen:

The undersigned is the attorney-at-law in the above-captioned matter (the "Lawson"), representing Foribio De Jesus (the "Client"). I/we understand that pursuant to the terms of a Funding Agreement dated \_\_\_\_\_, 2011 entered into between the Client and Case Cash GP, LLC, a copy of which is attached hereto (the "Funding Agreement"), Case Cash GP, LLC is making a Legal Funding (the "Legal Funding") to the Client, who is the plaintiff in the Lawson, and that the Legal Funding will be satisfied solely from any money payable to the Client as a consequence of the Lawson, whether by settlement, judgment or otherwise, after deduction of any attorney's fees and costs payable to the undersigned (the "Client Recovery"). I/we further understand that Case Cash GP, LLC will rely on this letter in making the Legal Funding.

To induce Case Cash GP, LLC to make the Legal Funding, the undersigned acknowledges that pursuant to the Funding Agreement the Client has granted to Case Cash GP, LLC a first priority lien and security interest in and to the sum of \$274,545.41, plus the monthly compounded funded rate of 3.50% of the Client Recovery (the "Security Interest"). The undersigned further acknowledges that the Security Interest is greater than the amount of the Legal Funding and that it has been granted in such amount to secure the use and other fees that will be due to Case Cash GP, LLC at the time of the Client Recovery pursuant to the terms of the Funding Agreement.

The undersigned agrees to pay to Case Cash GP, LLC from the Client Recovery, and prior to making any payment or disbursement to the Client, an amount equal to the amount due to Case Cash GP, LLC on the date of such payment as calculated pursuant to the terms of the Funding Agreement. Prior to making any such payment, I/we will contact Case Cash GP, LLC to ascertain the exact amount owed and acknowledge and agree that as between the undersigned and Case Cash GP, LLC, the calculation of such amount by Case Cash GP, LLC will be final and binding and I/we will rely exclusively on such calculation in making the required payment to Case Cash GP, LLC.

Client's Initials

JD

To further finance Case Cash GP, LLC to make the Legal Turn on, the undersigned represents and warrants that: (i) other than amounts due to the undersigned for professional services rendered in connection with the lawsuit or set forth in the retainer agreement between the undersigned and the Client, I/we are not aware of any other lien or contract, by interest in any amount payable to the Client as a result of the Lawsuit; (ii) the undersigned is aware that the Funding Agreement prohibits the Client from granting any additional lien or security interests in the Client Recovery; and (iii) the Lawsuit is still pending in active status and that there are presently no motions for final disposition, including, but not limited to, summary judgment. Notwithstanding clause (iii) above, nothing contained herein shall be deemed to be a guarantee by the undersigned that the Client will be successful in the Lawsuit or that the Client Recovery will be sufficient to satisfy the Legal funding or any other amounts that may become due to Case Cash GP, LLC pursuant to the Funding Agreement.

I agree that any disputes that may arise out of this Funding Agreement shall be adjudicated in either the Supreme Court or the Civil Court Seat of New York in the County of Kings. This Funding Agreement will be construed in accordance with the laws of the State of New York, without giving effect to the principles thereof relating to conflicts of laws, and may be executed in separate counterparts.

The undersigned specifically acknowledges that Case Cash GP, LLC is in no way acquiring from the Client any right to sue, either in connection with the Lawsuit or otherwise and that the Client is not assigning, further cause of action in the Lawsuit, but only a portion of the Client Recovery; that the Lawsuit absolutely belongs to the Client and not to Case Cash GP, LLC; and that Case Cash GP, LLC will in no way be involved, or have the right to be involved, in the recovery that the undersigned and/or the Client make in connection with the present or the settlement of the Lawsuit.

All payments and notices to Case Cash GP, LLC shall be sent by the undersigned to the Case Cash GP, LLC at the address set forth above unless Case Cash GP, LLC shall notify the undersigned in writing of a change of address.

The agreement and payment instructions set forth in this order are irrevocable and are not subject to modification in any manner except in a writing signed by a duly authorized officer of Case Cash GP, LLC.

THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT NO PAYMENTS WILL BE MADE TO THE CLIENT FROM ANY SETTLEMENT, COLLECTION, JUDGMENT, COMPROMISE OR OTHER COLLECTION RESULTING FROM THE LAWSUIT OR THE MATTER THAT IS THE SUBJECT OF THE LAWSUIT UNLESS AND UNTIL THE FULL AMOUNT DUE AND OWING TO CASE CASH GP, LLC IS PAID IN FULL AND THE SECURITY INSTRUMENT IS RELEASED IN WRITING BY CASE CASH GP, LLC.

Very truly yours,

  
Sachin & Associates, LLP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGED AND AGREED:

CASE CASH GP, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2012



Received by client  
client signature  
15th Day of January, 2014

THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT NO PAYMENTS WILL BE MADE TO THE CLIENT FROM ANY SETTLEMENT, COLLECTION, JUDGMENT, COMPROMISE OR OTHER COLLECTION RESULTING FROM THE LAWSUIT OR THE MATTER THAT IS THE SUBJECT OF THE LAWSUIT UNLESS AND UNTIL THE FULL AMOUNT DUE AND OWING TO CASE CASH GP, LLC IS PAID IN FULL AND THE SECURITY INTEREST IS RELEASED IN WRITING BY CASE CASH GP, LLC.

Very truly yours,

Subin L. Associates, L.L.P.

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED AND AGREED

CASE CASH GP, LLC

By: \_\_\_\_\_  
Name:  
Title:  
Dated: \_\_\_\_\_, 2021

*Fernando de Jesus*  
Fernando de Jesus  
Officer/Signatory  
15th Day of January, 2021

## FUNDING AGREEMENT

14th Day of January, 2014

My name is Toribio De Jesus and I reside at:

1. **Legal Funding.** I am receiving the total sum of \$109,000.00 (the "Legal Funding") from Case Cash GP, LLC, a New York limited liability company, which I will use for my immediate economic needs. This funding, along with the \$15,515.41 currently owed by me to Case Cash GP, LLC, brings my total amount funded to \$229,515.41. I hereby understand and acknowledge that the sum of \$4,000.00, representing the Application Fee, that is paid directly from the Pooled Account, leaving the sum of \$105,000.00 of the net proceeds to be paid in the following manner:
  - a. \$5,000.00 payable to Toribio De Jesus upon execution of this agreement
  - b. \$15,000.00 payable to Toribio De Jesus after surgery on January 23, 2014
  - c. \$42,750.00 payable to LMC Physician Services, PC
  - d. \$3,000.00 payable to Jacob Katanor
  - e. \$43,250.00 payable to Lutheran Medical Center
  - f. \$1,000.00 payable to University Physicians Brooklyn
  - g. \$25,000.00 payable to Tri-State Medical Liaison Services
2. **Use Fee.** In consideration of the Legal Funding to be made to me under this Funding Agreement and the substantial risk that Case Cash GP, LLC will renege, I am assigning an interest equal to the funded amount, together with accrued use fee, compound monthly and all other fees or costs, from the proceeds of my lawsuit to Case Cash GP, LLC. The monthly use fee shall be a charge in an amount equal to 3.50% monthly of the amount funded to me herein. This funding agreement includes the Application Fee that is paid to which not applying for this funding. **\*\* From if I repay this funding within the first Six (6) months from the date hereof, the Use Fee will be for Six (6) months from the date of this funding and the payoff figure will be computed on this basis. If I repay this funding within any subsequent Three (3) month period, the Use Fee will continue to accrue until the end of such subsequent Three (3) month period and the payoff amount will be computed on this basis. These amounts will be deducted from the proceeds of my lawsuit. \*\***
3. **Obligation, Proceeds.** The Legal Funding plus any accrued Use Fee, compounded monthly, and any other fees or costs disclosed in the Disclosure Statement are as set forth "Obligation". The term "proceeds" shall include any money paid as a consequence of the lawsuit whether by settlement, judgment or otherwise.
4. **Payments to Case Cash GP, LLC Made Hereby from Proceeds.** In consideration of the Legal Funding, in signing this Funding Agreement, I am assigning to Case Cash GP, LLC an interest in the proceeds of my lawsuit in an amount equal to the Obligation. The Obligation will be deducted from the proceeds of my lawsuit and paid directly and immediately to Case Cash GP, LLC, after payment of the fees due to the attorney representing me in my lawsuit and any other attorney representing me in my lawsuit ("my Attorney") and any other debt claim may exist as of the date of this date, but before any payment is made to me.
5. **Obligation to be paid only Out of Proceeds; No Personal Liability.** Until there are proceeds payable to me from my lawsuit, I will not owe anything to Case Cash GP, LLC. If I do not recover any money from my lawsuit, I will not owe Case Cash GP, LLC anything.

Witness my hand:

*Toribio De Jesus*

If the proceeds available to me from my Lawsuit are insufficient to pay the full amount of the Obligation, Case Cash GP, LLC's recovery will be limited to the proceeds of my Lawsuit and I will not have any obligation to pay the deficiency to Case Cash GP, LLC.

6. **Right to Pay Obligation of Any Time.** I understand that I will have the right, at any time upon three days' prior notice, to pay to Case Cash GP, LLC the full amount of the then-outstanding Obligation (including the accrued Late Fee) and that upon making such payment, the Security Interest (defined below) will terminate and Case Cash GP, LLC will have to further interest in the proceeds of my Lawsuit.
7. **Security Interest in Proceeds of Lawsuit.** To secure Case Cash GP, LLC's interest in the proceeds of my Lawsuit, in signing this Funding Agreement I am hereby granting to Case Cash GP, LLC an inchoate first priority security interest in, and lien upon, the first \$224,545.44, *plus the monthly compounded funded rate of 3.50%* of the proceeds of my Lawsuit (the "Security Interest"). I understand that this amount may be more than the full amount of the Obligation that I will owe Case Cash GP, LLC from the proceeds of my Lawsuit. However, I am granting Security Interest to Case Cash GP, LLC in this amount to protect Case Cash GP, LLC's interest in the pledged proceeds. At any time that the amount of the Obligation exceeds the Security Interest, Case Cash GP, LLC may send my Attorney notice of an additional lien upon the proceeds of my Lawsuit and the Security Interest will automatically be increased by such amount.
8. **Authorization to Attorney to Make Payment and Provide Information to Case Cash GP, LLC.** I hereby direct my Attorney to honor the Security Interest and to make the payment to Case Cash GP, LLC set forth in paragraph 4 above. At the time that I have signed this Funding Agreement, I have also instructed my Attorney to cooperate with Case Cash GP, LLC and to give Case Cash GP, LLC periodic updates of the status of my Lawsuit as requested by Case Cash GP, LLC and to send all payments due to Case Cash GP, LLC under this Funding Agreement to the address set forth above.
9. **Fees and Costs in the Event of a Dispute.** If Case Cash GP, LLC must retain an attorney to collect the sums due under this Funding Agreement, I agree to pay the reasonable fees and costs incurred by Case Cash GP, LLC in hiring such attorney. I further agree that a fee shall be paid only if the money due Case Cash GP, LLC is 0.0, a reasonable fee for each payment.
10. **Notification of Change in Attorney.** If change of attorneys will not be Case Cash GP, LLC within 48 hours of the change, and I provide Case Cash GP, LLC with the name, address and phone number of my new Attorney.
11. **Notification of Change in Address.** I will receive any notices required under this Funding Agreement of the address I have set forth above. In future, I will notify Case Cash GP, LLC within 72 hours of my new address.
12. **No Other Liens on Proceeds.** From and after today I will not knowingly grant any security interest or create any additional lien against the proceeds of my Lawsuit, and I hereby waiving any security interests or liens against the proceeds of my Lawsuit as a result of any funding or loans that I might receive after the date of this Funding Agreement, without the prior written consent of Case Cash GP, LLC (except those that may be necessary to the

Client's Initials: 

prosecution of my lawsuit. The consent of Case Cash GP, LLC to any additional filing may be withheld for any reason. The Company reserves the right to file a Unlawful Consumer Code (UCC) or its own disapproval to object to litigation funding fees in this matter.

13. **Lawsuit.** For all purposes of this Funding Agreement the term "my lawsuit" shall be for Eudine De Jesus vs. J&A Wine Liquor Corp., Pascal, F.C., Aristhania De La Cruz and Jose De La Cruz, in the Supreme Court of the State of New York, County of Bronx, Index No. 301460/21.
14. **Case Cash GP, LLC's Interest is ONLY in the Proceeds.** New York State Insurance Law §389 ("Charter Act") prohibits any individual or company to acquire someone else's right to sue. In entering into this Funding Agreement, I specifically acknowledge that Case Cash GP, LLC is in no way acquiring any right to sue, either in connection with the lawsuit or otherwise, and I am not assigning any cause of action, but only a portion of the proceeds from my lawsuit; that I have already commenced the lawsuit with counsel of my own choosing; that my lawsuit absolutely belongs to me and no one else; and that Case Cash GP, LLC will in no way be involved, or have the right to be involved, in the decisions that I and my Attorney make in connection with the prosecution or settlement of my lawsuit.
15. **Waiver of Defenses Against Payment.** It is my desire that this Funding Agreement be enforced to the fullest extent permitted by law. I therefore waive any defense to payment of the funds due and payable and do not seek to avoid payment of any sums due to Case Cash GP, LLC under this Funding Agreement. No failure on the part of Case Cash GP, LLC to exercise any right that it may have arising under this Funding Agreement shall be deemed to be a waiver of any such right.
16. **Complete Agreement; Changes Must be in Writing.** This Funding Agreement represents the entire agreement between Case Cash GP, LLC and me and takes precedence over any other understandings, representations or agreements. This Funding Agreement may only be modified in writing.
17. **Severability.** If any provision of this Funding Agreement shall be deemed invalid or unenforceable, I shall not object the validity or enforceability of any other provision herein.
18. **Binding Agreement.** This Funding Agreement will be binding on me and on my heirs, associates and assigns herein.
19. **Governing Law.** I agree that any disputes that may arise out of this Funding Agreement shall be adjudicated in either the Supreme Court or the Civil Court, in the State of New York County of Kings. This Funding Agreement will be construed in accordance with the laws of the State of New York, without giving effect to the principles hereof relating to conflict of laws and only to be construed in reference to our parties. A signature transmitted by telecopier (fax) shall be effective with the same force and effect as an original signature.
20. **Consider Other Sources of Funding.** I have been advised that I should not accept the Legal Funding, and I do not intend to, in the proceeds of my lawsuit or grant the Security Interest as set forth in this Funding Agreement. I have no other alternative to meet my immediate economic needs and fear Case Cash GP, LLC is a source of control of my lawsuit. I

Client = Eudine 7/2

I hereby accept the Legal Funding to be made by Case Cash GP, LLC pursuant to this Funding Agreement, agree to be bound by all of the terms and conditions of this Funding Agreement, grant Case Cash GP, LLC the Security Interest described above and assign to Case Cash GP, LLC the proceeds of my lawsuit to the extent specified in this Funding Agreement on this Wednesday, January 15, 2011.

## DISCLOSURE STATEMENT

Legal Funding Issued to Me	\$90,000.00
Application Fee	\$4,000
Monthly Compounded Use Fee	3.50%
Yearly Compounded Use Fee	31.13%
Funding Date	1/15/2011
Total (App Fee + Legal Funding)	\$94,000.00

Total amount which would be due from me to Case Cash GP, LLC

ON THIS FUNDING AGREEMENT assuming repayment of the Legal Funding on the following dates:

Date of Payment	Amount Due
ON OR BEFORE 4/15/2014	\$113,550.00
ON OR BEFORE 7/15/2014	\$125,550.00
ON OR BEFORE 10/15/2014	\$128,112.33
ON OR BEFORE 1/15/2015	\$142,040.45
ON OR BEFORE 4/15/2015	\$157,482.79
ON OR BEFORE 7/15/2015	\$174,603.56
ON OR BEFORE 10/15/2015	\$193,586.56
ON OR BEFORE 1/15/2016	\$214,582.88
ON OR BEFORE 4/15/2016 **	\$237,962.31

\*\*After this date, I will continue to accrue until Case Cash GP, LLC is paid in full. This chart includes example dates only. Dates other than those shown will reflect additional pay-off amounts. Always contact Case Cash GP, LLC for precise pay-off amounts.

Client's Initials: 

I hereby accept the Legal Funding to be made by Case Cash GP, LLC pursuant to this Funding Agreement, agree to be bound by all of the terms and conditions of this Funding Agreement, grant Case Cash GP, LLC the Security Interest described above and assign to Case Cash GP, LLC the proceeds of my lawsuit to the extent specified in this Funding Agreement on this Wednesday, January 15, 2014.

**DISCLOSURE STATEMENT**

Legal Funding issued to Me	\$75,000.00
Application Fee	\$0
Monthly Compounded Use Fee	350%
Yearly Compounded Use Fee	5,118%
Harvesting Date	1/23/2014
Total (App Fee + Legal Funding)	\$75,000.00

Total amount which would be due from me to Case Cash GP, LLC

ON THIS FUNDING DATE assuming repayment of the Legal Funding on the following dates:

<u>Date of Payment</u>	<u>Amount Due</u>
ON OR BEFORE 4/23/2014	\$18,438.83
ON OR BEFORE 7/23/2014	\$18,438.83
ON OR BEFORE 10/23/2014	\$20,443.45
ON OR BEFORE 1/23/2015	\$22,666.85
ON OR BEFORE 4/23/2015	\$25,130.23
ON OR BEFORE 7/23/2015	\$27,862.34
ON OR BEFORE 10/23/2015	\$30,851.47
ON OR BEFORE 1/23/2016	\$34,249.39
ON OR BEFORE 4/23/2016 **	\$37,973.51

\*\*APR - this date fees continue to accrue until Case Cash GP, LLC is paid in full. This chart includes example dates only. Dates after those shown will reflect no financial pay-off scenario. Always contact Case Cash GP, LLC for your exact pay-off amount.

Charles E. Little *7D*

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

*[Handwritten Signature]*  
Client Signature

*[Handwritten Name]*  
Client's Name (please print)

AGREED AND ACCEPTED

CASE CASH OF LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SEAL OF NEW YORK

COUNTY OF *[Handwritten]*

On this *[Handwritten]* day of *[Handwritten]*, 201*[Handwritten]*, before me personally came Tarhinia De Jesus known to me and known to me to be the individual described in and who executed the within Funding Agreement and duly acknowledged the same to be executed the same.

*[Handwritten Signature]*  
NOTARY PUBLIC

Notary Public  
My Comm. Expires 12/31/2022  
Commission Expires 12/31/2022

*[Handwritten]*

NYSCEF DOC. NO. 37



RECEIVED NYSCEF: 08/26/2021

CASE CASH FUNDING, LLC

201  
240 E 17th St, Ste 300  
New York, NY 10003  
Tel: 212 123 1234

1237 014

11157014

PAID TO THE ORDER OF

Tenise De Jesus Santos

\$ 2,000.00

Five Thousand and 00/100

Tenise De Jesus Santos



*[Handwritten Signature]*

MEMO

Funding 25

⑆006543⑆ 6076007796 3297889557⑆

CASE CASH FUNDING, LLC

CASE CASH FUNDING, LLC

201  
240 E 17th St, Ste 300  
New York, NY 10003  
Tel: 212 123 1234



1237 014

11157014

PAID TO THE ORDER OF

LMO Physician Services, P.C.

\$ 2,750.00

Only Two Thousand Seven hundred and 00/100

LMO Physician Services, P.C.



*[Handwritten Signature]*

MEMO

Tenise De Jesus Santos

⑆006544⑆ 6076007796 0659207557⑆

CASE CASH FUNDING, LLC

CASE CASH FUNDING, LLC

201  
240 E 17th St, Ste 300  
New York, NY 10003  
Tel: 212 123 1234



1237 014

11157014

PAID TO THE ORDER OF

Jacob Kabanov

\$ 3,000.00

Five Thousand and 00/100

Jacob Kabanov



*[Handwritten Signature]*

MEMO

Tenise De Jesus Santos

⑆006545⑆ 6076007796 0659207557⑆

NYSCEF DOC. NO. 37

CASE CASH FUNDING, LLC

PO BOX 1000  
NEW YORK, NY 10000  
718-224-2244



STIRLING NATIONAL BANK RECEIVED NYSCEF: 08/26/2021

1/27/200

115/2014

TO THE ORDER OF Trans Medical Location Services

\$ 25,000.00

Twenty Five Thousand and 00/100

DOLLARS

Trans Medical Location Services



AT THE END OF THE LINE

Trans Medical Location Services

⑆0000547⑆ ⑆000007836⑆ ⑆095797537⑆

Trans Medical Location Services

115/2014

8545

25,000.00

STIRLING BANK - FX1 - AT Trans Medical Location Services

25,000.00

CASE CASH FUNDING, LLC

PO BOX 1000  
NEW YORK, NY 10000  
718-224-2244



STIRLING NATIONAL BANK

1/27/200

115/2014

TO THE ORDER OF University Physicians Group, Inc.

\$ 15,000.00

Fifteen Thousand and 00/100

DOLLARS

University Physicians Group, Inc.



AT THE END OF THE LINE

Trans Medical Location Services

⑆0000547⑆ ⑆000007836⑆ ⑆095797537⑆

CASE CASH FUNDING, LLC

8547