

IN THE CHANCERY COURT OF HAMILTON COUNTY, TENNESSEE  
FOR THE ELEVENTH JUDICIAL DISTRICT AT CHATTANOOGA

STATE OF TENNESSEE, *ex rel.* HERBERT )  
H. SLATERY III, Attorney General and )  
Reporter, )

Plaintiff, )

v. )

JURY DEMAND

Case No. 17-0279

THE WITHERSPOON LAW GROUP PLLC, )  
a Texas limited liability company, )

NURU WITHERSPOON, individually and )  
d/b/a THE WITHERSPOON LAW GROUP )  
PLLC, )

ALPHONSO MCCLENDON, individually and )  
d/b/a THE WITHERSPOON LAW GROUP )  
PLLC, and )

GLENN SMITH, individually and d/b/a THE )  
WITHERSPOON LAW GROUP PLLC, )

Defendants. )

**CIVIL ENFORCEMENT COMPLAINT**

This public interest proceeding seeks to redress consumer harm in Tennessee that exists as a result of Defendants' unlawful practice of law in this state and Defendants' unfair, deceptive, and misleading in-person solicitations of accident victims and their families. Defendants target victims of recent catastrophes, approach them at funeral homes, misrepresent their status as attorneys, and attempt to procure signed attorney fee agreements that incorporate litigation finance contracts. Defendants do not fully explain the content of these documents, intentionally misleading traumatized victims and family members in order to unlawfully reap

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profits from these vulnerable, grieving individuals. Defendants should not be permitted to profit from these illegal solicitation tactics and the practice of law without proper licensure.

The State of Tennessee brings this civil law enforcement proceeding in its sovereign capacity by and through Herbert H. Slatery III, Attorney General and Reporter, pursuant to the Unauthorized Practice and Improper Conduct Statutes, § 23-3-101 *et seq.* (UPL Statute), the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101 *et seq.* (TCPA), and the Attorney General's power at common law to obtain injunctive relief, restitution, disgorgement of ill-gotten gains, and other equitable and statutory relief for Defendants' acts and practices in violation of the UPL Statute and the TCPA.

## **THE PARTIES**

### **Plaintiff**

1. Plaintiff, State of Tennessee, is one of the fifty sovereign states of the United States. Herbert H. Slatery III is the Attorney General and Reporter of the State of Tennessee (Attorney General) and has been duly appointed to serve as Attorney General by the Tennessee Supreme Court.

2. The Attorney General is authorized by Tenn. Code Ann. §§ 23-3-103 and 47-18-108 and -114, and his power at common law, to obtain permanent injunctive relief, rescission or reformation of contracts, disgorgement of ill-gotten gains, and other equitable and statutory relief for Defendants' acts and practices in violation of the UPL Statute and the TCPA.

3. The Attorney General has reason to believe that Defendants have violated and continue to violate the UPL Statute and the TCPA by engaging in, and assisting and facilitating the commission of, deceptive, unfair, and illegal acts and practices in Tennessee, including the unauthorized practice of law, and that this civil enforcement action is in the public interest.

## **Defendants**

4. Defendant The Witherspoon Law Group PLLC (Witherspoon) is a Texas professional limited liability corporation with its primary address at 1717 McKinney Avenue, Suite 700, Dallas, Texas 75202.

5. Witherspoon is a law firm with a practice primarily focused on wrongful death, personal injury, and other tort matters.

6. Witherspoon also operates offices in: Chicago, at 3855 South Lowe Avenue, Chicago, Illinois 60609; St. Louis, at 100 South Fourth Street, Suite 550, St. Louis, Missouri 63102; San Antonio, at 300 Convent Street, Suite 1330, San Antonio, Texas 78205; Houston, at 3007 Caroline Street, Houston, Texas 77004; and Tyler, at 605 South Broadway, Tyler, Texas 75701.

7. Witherspoon does not employ any person licensed to practice law in the state of Tennessee.

8. Defendant Nuru Lateef Witherspoon (Nuru Witherspoon) is an individual and a resident of the state of Texas, residing at 161 Old Vineyard Lane, Heath, Texas 75032.

9. Nuru Witherspoon is an attorney licensed to practice law in the state of Texas. His Texas Bar License number is 24039244.

10. Nuru Witherspoon is not licensed to practice law in the state of Tennessee.

11. At all material times, Nuru Witherspoon has owned, operated, and managed Witherspoon, and has actively participated in its day-to-day activities, including the activities described in this Complaint.

12. Nuru Witherspoon is responsible for creating and disseminating Witherspoon's advertising.

13. Defendant Alphonso McClendon (McClendon) is an individual and resident of the state of Illinois, residing at 925 Larrabee Street North 3S, Chicago, Illinois 60610.

14. McClendon is employed as a business marketing consultant, investigator, and grief counselor by Witherspoon.

15. McClendon works with Nuru Witherspoon and Glenn Smith to identify potential clients and promote the services of Witherspoon.

16. McClendon is not licensed to practice law in the state of Tennessee or any other jurisdiction.

17. At all material times, McClendon assisted Nuru Witherspoon in operating and managing Witherspoon and actively participated in its day-to-day activities, including the activities described in this Complaint.

18. Defendant Glenn Smith (Smith) is an individual and resident of the state of Texas and resides at 5005 Galleria Drive, Apartment 3202, Dallas, Texas 75244.

19. Smith is employed as an investigator and business marketing consultant by Witherspoon.

20. Smith works with Nuru Witherspoon and McClendon to identify potential clients and promote the services of Witherspoon.

21. Smith is not licensed to practice law in the state of Tennessee or any other jurisdiction.

22. At all material times, Smith assisted Nuru Witherspoon in operating and managing Witherspoon and actively participated in its day-to-day activities, including the activities described in this Complaint.

23. At all material times, Witherspoon, Nuru Witherspoon, McClendon, and Smith

(collectively Defendants), together and individually, have engaged in trade or commerce in Tennessee through the solicitation and representation of Tennessee consumers with potential legal claims arising from the injury or death of themselves or family members.

### **JURISDICTION AND VENUE**

24. This Court has subject matter jurisdiction pursuant to Tenn. Code Ann. §§ 23-3-103 and 47-18-108.

25. Venue is proper in Hamilton County under Tenn. Code Ann. §§ 23-3-103(c)(2) and 47-18-108(a)(3) because it is one of the counties where the alleged unfair, deceptive, and misleading acts and practices took place, and one of the counties in which Defendants conduct, transact, or have transacted business.

26. Defendants are subject to jurisdiction in this state through its long-arm statutes, including Tenn. Code Ann. §§ 20-2-201, -214, -223, and -225.

27. Each Defendant has conducted and continues to conduct business in Tennessee by, among other things, soliciting Tennessee consumers to provide legal services and receiving payments from Tennessee consumers for such services, as more fully described in this Complaint. *See* Tenn. Code Ann. §§ 20-2-201, -214(a)(1), and -223(a)(1).

28. Defendants are further subject to jurisdiction in this state under Tenn. Code Ann. §§ 20-2-214(a)(2) and -223(a)(3) because, as more fully described in this Complaint, they have committed tortious acts and omissions and caused injury to Tennessee consumers by sending non-attorneys to solicit victims of catastrophes to contract for legal services and offer inaccurate and improper legal advice, which misleads and confuses Tennessee consumers regarding the ability of Witherspoon's employees to practice law and the available legal remedies.

29. Defendants are further subject to jurisdiction in this state under Tenn. Code Ann.

§ 20-2-223(a)(4) because some of Defendants' acts or omissions which have caused injury in this state originated in part outside this state, such as: each Defendants' ownership, operation, and/or management of Witherspoon, a deceptive business scheme; unlawful solicitation of consumers in Tennessee; engagement in the same as a persistent course of conduct; and deriving revenue from the same, as more fully described in this Complaint.

30. Defendants are further subject to jurisdiction in this state under Tenn. Code Ann. §§ 20-2-214(a)(5) and -223(a)(2) because they have entered into and contracted to supply or furnish services or things in this state through their use of unlawful in-person solicitations, as more fully described in this Complaint.

31. Defendants are further subject to jurisdiction in this state on any other basis authorized by law or not inconsistent with the constitutions of this state or the United States under Tenn. Code Ann. §§ 20-2-214(a)(6) and -225, as more fully described in this Complaint.

32. At all material times, Defendants, individually, collectively, and as agents of one another, have engaged in trade or commerce in the offering for sale, and sale of, goods and services in or affecting the conduct of trade or commerce in Tennessee.

#### **COMMON ENTERPRISE AND INDIVIDUAL PARTICIPATION**

33. At all material times, all Defendants have operated together as a common enterprise while engaging in the unfair, deceptive, and misleading acts and practices, and other violations of law described in this Complaint.

34. Defendants have engaged in such alleged acts and practices through an interrelated network of entities, affiliates, and aliases that have, among other things, common or shared owners, employees, executives, advertising, company logos, business practices, legal counsel, letterhead, customer service, expertise, and offices.

35. Defendants Nuru Witherspoon, McClendon, and Smith are also jointly and severally liable for the conduct of Witherspoon because they had the authority to formulate, direct, or control its activities, and knew or should have known of its unlawful conduct, but failed to stop it.

36. In addition or in the alternative, all Defendants are alleged to have assisted in and facilitated the unlawful acts and practices alleged in this Complaint, have received ill-gotten funds that are the proceeds of the unlawful acts and practices alleged in this Complaint, and have no legitimate claim to those funds.

#### **DEFENDANTS' COURSE OF CONDUCT**

37. In May 2002, Nuru Witherspoon graduated from the University of Mississippi School of Law.

38. On May 5, 2003, Nuru Witherspoon was granted a license to practice law from the state of Texas.

39. On February 6, 2007, Nuru Witherspoon became a managing member of Kelley & Witherspoon LLP, a Texas limited liability partnership.

40. Kelley & Witherspoon LLP was a law firm that specialized in personal injury and wrongful death lawsuits.

41. Kelley & Witherspoon LLP operated a website and advertised nationwide.

42. On September 10, 2010, Nuru Witherspoon was granted a license to practice law from the state of Illinois. His Illinois Bar Number is 6302192.

43. On July 6, 2014, Nuru Witherspoon was granted a license to practice law from the state of Missouri. His Missouri Bar Number is 66812.

44. On November 6, 2014, Nuru Witherspoon and McClendon were sued for

improper solicitation of a potential client, including improperly offering to pay for funeral services and living expenses, and offering a potential client real property in exchange for a signed fee agreement.

45. Around this time, Nuru Witherspoon terminated his relationship with Kevin Kelley and founded Witherspoon.

## **DEFENDANTS' UNLAWFUL IN-PERSON TENNESSEE SOLICITATIONS**

### *The Memphis Solicitations*

46. On Halloween 2016, Marché Myers' (Myers) minor son was struck by a motor vehicle while trick-or-treating. Myers' son passed away as a result of his injuries sustained in this tragic incident.

47. Myers is a resident of Shelby County, Tennessee.

48. Shortly after her son's death, Myers visited Signature Funeral Home by Premier Inc. (Signature) located at 5270 Knight Arnold Road, Memphis, Tennessee 38118, for the purpose of arranging her son's funeral services.

49. During this visit, Myers informed employees at Signature that she may have difficulty paying for these funeral services.

50. Then, a Signature employee told Myers that he knew a good law firm that could pay for funeral expenses and placed a call to Witherspoon to speak with Smith.

51. On the phone, Myers spoke with Smith, who told Myers he was able to get her the funds necessary to pay for her son's funeral.

52. Smith then directed Myers to fill out an online intake form on Witherspoon's website.

53. The Signature employee told Myers that her son would not be buried unless she



signed the agreement.

54. Smith subsequently sent Myers a litigation finance agreement from Universal Funds Inc., based in Pennsylvania. This litigation finance agreement is attached as **Exhibit 1**.

55. Shortly after this interaction, Myers retained a Memphis-area attorney, Jimmy Blount, to represent her for any claims she may have had against the driver of the vehicle that struck and killed her son.

56. Myers was not aware that she had signed documents containing an acknowledgment that she retained Witherspoon as her attorneys.

57. Soon after retaining Jimmy Blount, Witherspoon was informed that Myers had retained Jimmy Blount to represent her in her personal injury matters.

58. Witherspoon then notified Jimmy Blount of its intent to file a lien for 33.3% of any proceeds from any lawsuit or settlement obtained on Myers' behalf.

59. Myers does not recall signing any contingency fee agreement with Witherspoon.

60. Myers has since filed a lawsuit against, among others, Witherspoon and Smith. A copy of this lawsuit is attached as **Exhibit 2**. These proceedings are still pending in Shelby County.

#### *The Chattanooga Solicitations*

61. On November 21, 2016, the driver of a school bus in Chattanooga, Tennessee lost control of the vehicle and collided with a utility pole. This bus was carrying 37 students from Woodmore Elementary School in Chattanooga.

62. Six children on this bus were killed; another 31 were injured.

63. Two of the children killed in this horrific crash were students Zoie Nash and Cordajya Jones.

64. A few days after her daughter, Zoie Nash, was killed, Misti Nash (Nash), Zoie's mother, visited the Taylor Funeral Home (Taylor) located at 3417 Wilcox Boulevard, Chattanooga, Tennessee 37411.

65. Nash visited Taylor for the purpose of arranging her daughter's funeral services.

66. While visiting Taylor, one of the funeral directors proceeded to describe the legal achievements of Witherspoon and Nuru Witherspoon.

67. McClendon, present at Taylor, appeared to Nash and claimed to represent Witherspoon.

68. McClendon presented himself to Nash in such a way that Nash believed he was an attorney with Witherspoon.

69. McClendon claimed that his law firm, the Witherspoon Law Group, could pay for Nash's funeral expenses.

70. McClendon also informed Nash that he had "never lost a case in 13 years."

71. McClendon further represented to Nash that he could obtain three million dollars for her within six months from a settlement or jury verdict for her daughter's death.

72. Nash was already represented by a Tennessee attorney, Lloyd Levitt, when McClendon approached her as an agent and purported "attorney" affiliated with Witherspoon.

73. Nash ultimately declined McClendon's offer for McClendon and Witherspoon to represent her.

74. Nash also related this interaction in an incident report with the City of Chattanooga Police Department.

75. On November 22, 2016, Cornelius Jones (Jones), the father of deceased victim Cordajya Jones, also visited Taylor to arrange for funeral services.

76. While Jones was arranging for these funeral expenses, McClendon was introduced to Jones as an attorney with Witherspoon.

77. McClendon proceeded to offer Witherspoon's services to Jones and his family.

78. McClendon also told Jones that Witherspoon was already in negotiations with the bus company involved in the Woodmore bus crash.

79. McClendon told Jones that the bus company had already offered \$3 million as a potential settlement.

80. McClendon even told Jones that he was attempting to raise this settlement amount to \$4 million, informing Jones that he could keep half of this amount, indicating that Witherspoon's attorney fee would be 50%.

81. On December 22, 2016 Jones received a MoneyGram payment from Smith for \$250.

82. McClendon called the next day to verify that Smith had sent the \$250 to Jones.

83. Jones subsequently sent a letter to Hamilton County District Attorney General Pinkston, requesting that General Pinkston initiate an investigation into McClendon for criminal impersonation.

### **THE UPL STATUTE**

84. The UPL Statute forbids individuals from engaging in the "practice of law" or the doing of "law business" in Tennessee without an active license from the Tennessee Supreme Court.

85. Although some exceptions to this general rule exist, none are applicable here.

86. The practice of law includes "the appearance as an advocate in a representative capacity or the drawing of papers, pleadings, or documents" or "the soliciting of clients directly

or indirectly to provide such services.” Tenn. Code Ann. § 23-3-101(3).

87. Law business includes “advising or counseling for valuable consideration of any person as to any secular law, the drawing or the procuring of or assisting in the drawing for valuable consideration of any paper, document[,] or instrument affecting or relating to secular rights,” or “the soliciting of clients directly or indirectly to provide such services.” Tenn. Code Ann. § 23-3-101(1).

88. The Attorney General is authorized to investigate and civilly prosecute any violations of the UPL Statute. *See* Tenn. Code Ann. § 23-3-103(c)(1).

89. In addition to other remedies, courts are authorized to award civil penalties to the State of Tennessee in the amount of \$10,000 per violation. *See* Tenn. Code Ann. § 23-3-103(c)(1).

#### **DEFENDANTS’ UNLAWFUL ADVERTISING**

90. The Defendants have advertised and solicited consumers in Tennessee in the illegal manner described above through the date of the filing of this enforcement action.

#### **CONSUMER INJURY**

91. Tennessee consumers have suffered and will continue to suffer substantial injury as a result of Defendants’ violations of the UPL Statute and the TCPA. In addition, Defendants have been unjustly enriched as a result of their unlawful acts and practices. Absent relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public.

#### **COUNT I** **Violations of the UPL Statute** **Tenn. Code Ann. § 23-3-103**

92. Plaintiff, the State of Tennessee, adopts by reference and re-alleges every

allegation contained in paragraphs 1–91 of this Complaint.

93. By directly and indirectly soliciting persons in Tennessee to advise or counsel, for valuable consideration, such persons as to any secular law, Defendants have violated the UPL Statute. Tenn. Code Ann. § 23-3-103.

94. By directly and indirectly soliciting persons in Tennessee to draw or procure or assist in drawing, for valuable consideration, any paper, document, or instrument affecting or relating to secular rights, Defendants have violated the UPL Statute. Tenn. Code Ann. § 23-3-103.

95. By directly and indirectly soliciting persons in Tennessee to obtain or tend to secure any property or property rights whatsoever for such persons, Defendants have violated the UPL Statute. Tenn. Code Ann. § 23-3-103.

96. By directly or indirectly soliciting persons in Tennessee to appear as advocates in a representative capacity, Defendants have violated the UPL Statute. Tenn. Code Ann. § 23-3-103.

97. By directly or indirectly soliciting persons in Tennessee to draw papers, pleadings, or documents in connection with proceedings pending or prospective before any tribunal in Tennessee, Defendants have violated the UPL Statute. Tenn. Code Ann. § 23-3-103.

98. By directly or indirectly soliciting persons in Tennessee to perform any act in a representative capacity in connection with proceedings pending or prospective before any tribunal in Tennessee, Defendants have violated the UPL Statute. Tenn. Code Ann. § 23-3-103.

99. By actively participating in, approving, directing, or otherwise controlling the acts and practices referenced in paragraphs 1–91 on behalf of Witherspoon, Defendants Nuru Witherspoon, McClendon, and Smith are individually liable for those acts and practices, as they

apply to the violations of the UPL Statute asserted in this Complaint.

**COUNT II**  
**Violations of Tennessee Consumer Protection Act**  
**Tenn. Code Ann. § 47-18-104(a) and (b)**

100. Plaintiff, the State of Tennessee, adopts by reference and re-alleges every allegation contained in paragraphs 1–91 of this Complaint.

101. By misrepresenting their ability to practice law in the state of Tennessee, the legal rights and remedies of persons in Tennessee, the status of negotiations on behalf of persons in Tennessee, the conditions associated with providing funeral services, and other relevant facts, Defendants have violated the TCPA. Tenn. Code Ann. § 47-18-104(a), (b).

102. By causing a likelihood of confusion or misunderstanding as to the source, sponsorship, approval, or certification of their goods or services, Defendants have violated the TCPA. Tenn. Code Ann. § 47-18-104(b)(2).

103. By causing a likelihood of confusion or misunderstanding as to the affiliation, connection or association with, or certification by another, Defendants have violated the TCPA. Tenn. Code Ann. § 47-18-104(b)(3).

104. By representing that their goods or services have sponsorship, approval, characteristics, uses, or benefits that they do not have or that they have a sponsorship, approval, status, affiliation, or connection that they do not have, Defendants have violated the TCPA. Tenn. Code Ann. § 47-18-104(b)(5).

105. By representing that a consumer transaction confers or involves rights, remedies, or obligations that it does not have or involve or that are prohibited by law, Defendants have violated the TCPA. Tenn. Code Ann. § 47-18-104(b)(12).

106. By misrepresenting their ability to practice law in the state of Tennessee, the legal rights and remedies of persons in Tennessee, the status of negotiations on behalf of persons in

Tennessee, the conditions associated with providing funeral services, and other relevant facts, Defendants have violated the TCPA. Tenn. Code Ann. § 47-18-104(b)(27).

107. By soliciting consumers in Tennessee directly after a tragic event to provide legal services or legal representation when none of the Defendants are licensed to practice law in Tennessee—and if they were, such conduct would violate the Tennessee Rules of Professional Conduct—Defendants have engaged in unfair conduct in violation of the TCPA. Tenn. Code Ann. § 47-18-104(a) and (b)(27).

108. By actively participating in, approving, directing, or otherwise controlling the acts and practices referenced in paragraphs 1–91 on behalf of Witherspoon, Defendants Nuru Witherspoon, McClendon, and Smith are individually liable for those acts and practices, as they apply to the TCPA violations asserted in this Complaint.

#### **PRAYER FOR RELIEF**

Therefore, Plaintiff, State of Tennessee, pursuant to Tenn. Code Ann. § 23-3-103(c), 47-18-108(a),(b) and -114, and this Court’s own equitable powers, requests that this Court:

A. Enter judgment against each Defendant and in favor of the State of Tennessee for each violation alleged in this Complaint;

B. Adjudge and decree that each Defendant has engaged in the aforementioned acts and practices which violate the UPL Statute and the TCPA;

C. Grant the State of Tennessee such injunctive and ancillary relief as may be necessary to avert the likelihood of consumer injury during the pendency of this action, and to preserve the possibility of effective final relief;

D. Enter a permanent injunction to prevent future violations of the UPL Statute and the TCPA by Defendants;

E. Award such relief as the Court finds necessary to redress consumer injury resulting from Defendants' violations of the UPL Statute and the TCPA including, but not limited to, rescission or reformation of contracts, restitution including pre-judgment statutory interest and the costs of a restitution administrator to effectuate redress, refund of monies paid, and disgorgement of ill-gotten gains;

F. Adjudge and decree that each Defendant was placed on notice that their aforesaid conduct was in violation of the UPL Statute and the TCPA, and that their continuing violations of the law after said notice have been knowing and persistent;

G. Enter judgment against Defendants and in favor of the State of Tennessee for the reasonable costs and expenses of the investigation and prosecution of Defendants' actions, including attorneys' fees, expert and other witness fees, and costs, as provided by Tenn. Code Ann. §§ 23-3-103(c)(1), and 47-18-108(a)(5) and (b)(4);

H. Adjudge and decree that each Defendant separately pay civil penalties of not more than \$10,000 per violation of the UPL Statute to the State of Tennessee as provided by Tenn. Code Ann. § 23-3-103(c)(1);

I. Adjudge and decree that each Defendant separately pay civil penalties of not more than \$1,000 per violation to the State of Tennessee for each violation of the TCPA as provided by Tenn. Code Ann. § 47-18-108(b)(3);

J. Order that all costs in this case be taxed against Defendants and no costs be taxed to the State of Tennessee as provided in Tenn. Code Ann. §§ 23-3-103(c)(1) and 47-18-116;

K. Order that this Complaint be filed without cost bond as provided by Tenn. Code Ann. §§ 20-13-101, 47-18-108, and 47-18-116; and

L. Award the State of Tennessee such other and additional relief as the Court may

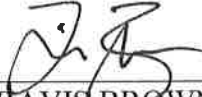


determine to be just and proper.

Respectfully submitted,



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*Attorneys for Plaintiff, State of Tennessee*

# Exhibit 1

## PURCHASE AND ASSIGNMENT AGREEMENT

This Purchase and Assignment Agreement ("Agreement") is dated the 10<sup>th</sup> day of November 2016 by and between Marsha Myers, Individually & as Beneficiary of the Estate of Antoine Coburn Jr., social security [REDACTED], date of birth [REDACTED] having an address at 1428 Kansas St. Apt. 1, Memphis, TN 38106 ("Seller"), and Universal Funds ("Universal"), a Pennsylvania company having an address at 200 Philips Rd., Exton, PA 19341 ("Buyer").

### Background

Seller has a claim arising out of a Motor Vehicle accident which occurred on 10/31/2016 (the "Claim") against or involving Joyce Haywood and/or all proper defendants. Seller has hired Sholone Williams, Esquire of The Witherspoon Law Group ("Attorney") whose address is 1717 McKinney Avenue Suite 700, Dallas, TX 75202 to represent him/her in the Claim. Seller anticipates that the Claim will result in a verdict, judgment, award, or settlement. The entire amount of the verdict, judgment, award or settlement recovered by Seller, less legal fees and costs payable to Attorney under the existing fee agreement between Attorney and Seller, constitute the Proceeds of the Claim (the "Proceeds").

Seller desires to sell and assign to Universal an Interest in the Proceeds. Universal desires to purchase the Interest on the terms and conditions set forth in this Agreement

#### 1. Purchase of Interest

I hereby sell, transfer, convey and assign to Universal a \$13,608.00 Interest (the "Interest") in the Proceeds for a purchase price of \$11,430.00 ("Purchase Price"). I acknowledge receipt of the Purchase Price, less a fee of \$250.00 ("Administrative Fee"). I understand that (i) after the deduction of the Administrative Fee, the net amount received by me will be \$11,180.00 and (ii) the amount of Universal Funds Interest, in other words, the amount to be paid to Universal and/or Universal's rate of return, will increase to reflect the date Universal is paid its Interest in the Proceeds as set forth in the following Disclosure Table (the "Disclosure Table") as such may be amended from time to time.

### DISCLOSURE TABLE

|   |                         |  |
|---|-------------------------|--|
| <b>Purchase Price</b>                               |                         | <b>\$11,430.00</b>   |
| <b>Administrative Fee (review &amp; processing)</b> |                         | <b>\$250.00</b>  |
| <b>Net Amount Received By Me</b>                    |                         | <b>\$11,180.00</b>   |
| <b>Date of Payment to Universal Funds</b>           | <b>Number Of Months</b> | <b>Amount of Universal Funds' Interest/Amount Due to Universal Funds</b> |
| <b>On or Before 5/10/2017</b>                       | <b>6</b>                | <b>\$13,608.00</b>   |
| <b>After 5/10/2017 and on or before 8/10/2017</b>   | <b>9</b>                | <b>\$14,849.00</b>   |
| <b>After 8/10/2017 and on or before 11/10/2017</b>  | <b>12</b>               | <b>\$16,202.00</b>   |
| <b>After 11/10/2017 and on or before 2/10/2018</b>  | <b>15</b>               | <b>\$17,678.00</b>   |
| <b>After 2/10/2018 and on or before 5/10/2018</b>   | <b>18</b>               | <b>\$19,289.00</b>   |
| <b>After 5/10/2018 and on or before 8/10/2018</b>   | <b>21</b>               | <b>\$21,047.00</b>   |

|   |    |             |
|---|----|-------------|
| After 8/10/2018 and on or before 11/10/2018                                   | 24 | \$22,966.00 |
| After 11/10/2018 and on or before 2/10/2019                                   | 27 | \$25,059.00 |
| After 2/10/2019 and on or before 5/10/2019                                    | 30 | \$27,342.00 |
| After 5/10/2019 and on or before 8/10/2019                                    | 33 | \$29,834.00 |
| After 8/10/2019 and on or before 11/10/2019                                   | 36 | \$32,553.00 |
| After 11/10/2019 and on or before 2/10/2020                                   | 39 | \$35,520.00 |
| After 2/10/2020 and on or before 5/10/2020                                    | 42 | \$38,757.00 |
| After 5/10/2020 and on or before 8/10/2020                                    | 45 | \$42,289.00 |
| After 8/10/2020 and on or before 11/10/2020                                   | 48 | \$46,144.00 |
| Annual percentage fee (rate of return) on advance, compounded monthly: 35.40% |    |             |

## 2. Contingency Agreement

If no recovery of Proceeds is received under Seller's Claim as a result of a verdict, judgment, award, or settlement, Seller shall have no responsibility, obligation or duty to pay Buyer the Purchase Price, unless Seller's failure to recover Proceeds arises from or in connection with any fraud, misrepresentation, deception, breach of warranty or failure to perform any covenant contained in this Agreement by Seller, who will then be liable for Buyer's attorney's fees or collection costs, as permitted by law.

## 3. Payment from Proceeds

(a) Buyers Interest shall be paid by Seller's Attorney of the Proceeds of the Claim and will be deducted directly from the Proceeds of the Claim and will be paid to Buyer prior to any payment to Seller. If the Proceeds of the Claim are not enough to pay the full amount due to Buyer, then Buyer shall be entitled to receive 100% of the Proceeds of the Claim. I have directed my Attorney (and any future attorneys representing me) to, among other things, (i) place an assignment, consensual lien and security Interest in favor of Buyer against any and all Proceeds due Seller from the Claim (after payment of any and all legal fees and reimbursable costs) and to protect and satisfy the assignment, consensual lien and security Interest in favor of Buyer up to the full amount of Buyer's Interest, (ii) notify Buyer of any award, verdict, settlement, discontinuance or ending with respect to the Claim, (iii) pay Buyer from the Proceeds the proper amount due to buyer representing Buyer's Interest in the Proceeds at the time of the distribution of the Proceeds prior to any payment to me with respect to the Claim, (iv) respond to requests for information from Buyer, and (v) contact Buyer prior to any disbursements of funds to verify the amount of Buyer's Interest. I have provided Buyer with an executed Authorization for Attorney to pay Universal Funds from Proceeds of Claim/Acknowledgement of Authorization by Seller and his/her attorney in the form attached as Exhibit "A" (the "Authorization and Acknowledgement").

(b) At any time prior to final verdict, award, or settlement of my Claim, Seller may pay Buyer money to reduce the amount owed to Buyer. There is no penalty for such a payment. If Seller pays such an amount, Buyer will prepare an amended Disclosure Table which Buyer and Seller will sign, which will reduce the amount of Buyer's Interest. Additionally, if Seller wants to sell an additional amount of the Claim, and if Buyer agrees to purchase an additional amount, Seller will sign an amended Disclosure Table. Seller understands that Buyer is not required to purchase additional portions of the Claim.

(c) The amount due Buyer shall be withheld from any money collected as a result of Seller's Claim and shall immediately be paid to Buyer (after first deducting Attorney's fees and costs, and any prior liens which exist on the date of this Agreement). Seller agrees that all Proceeds received in connection with this Claim shall be held in trust for Buyer until Buyer has been fully paid the amount due under this Agreement. Seller agrees that Seller will not receive any money or payment from the Proceeds of the Claim until Buyer has been paid its Interest in full.

(d) In the event the Claim is the subject of more than one lawsuit, claim or cause arising out of more than one incident/accident/claim, then the amount due Buyer under this Agreement shall be paid from the Proceeds of the first lawsuit, claim or case, including Uninsured Motorists claims, Underinsured Motorists claims and any possible malpractice claims arising out of the Claim, which results in a recovery by the Seller. If insufficient funds are available from the first of the lawsuit, claim and/or case resulting in a monetary recovery to pay the full amount due Buyer pursuant to this Agreement, then the balance due Buyer shall be paid from the Proceeds of the next lawsuit, claim and/or case if any.

4. No Transfer of Legal Claim

This Agreement is for the purchase of the Purchase Price only. Seller is not assigning any portion of the Claim to Buyer, and Buyer is not buying any portion of Seller's Claim under this Agreement. Buyer shall have no right, duty or obligation to purchase or prosecute the Claim, or to negotiate with or to collect from any third party any verdict, judgment, award or settlement under such claim on behalf Seller.

5. Sellers Representations and Warranties

Seller represents and warrants that

(a) Seller is represented by an attorney in the Claim. Seller has reviewed this with an attorney, and any agreement between attorney and Seller will not be changed in any way so as to reduce the Proceeds payable to Seller. Seller also promises to notify Buyer in writing within 3 days if Seller terminates the services of Seller's attorney, or if the attorney decides not to proceed with the Claim. If new attorneys are retained to represent Seller in this Claim, Seller will notify Buyer of the new attorney and will direct the new attorney to comply with the terms of this Agreement. Seller and new attorney will execute a new Authorization and Acknowledgement within 14 days after agreeing to the terms of representation. Seller will also notify Buyer within 3 days if Seller moves from the address listed above;

(b) Seller has not sold, transferred, hypothecated, mortgaged, encumbered, assigned, conveyed and/or otherwise disposed of any Interest in the Claim or in the Proceeds to any other person or entity. Seller specifically agrees that Seller will not sell any additional portion of the Proceeds of the Claim without Buyer's permission or unless Buyer's Interest in the Claim is paid in full;

(c) This Agreement is a legal, valid and binding obligation of Seller;

(d) Seller is capable of entering into this Agreement;

(e) Other than the Claim itself, there is no claim, legal action, charge, security interest, lien, encumbrance, or any proceeding or order pending, or the rights of a third party, in effect or threatened, against Seller's property, assets or business, or this Claim other than set forth in Exhibit "B", which would in any manner affect or impair the Purchase Price under this Agreement;

(f) Seller has complied with all laws and has not committed any misrepresentation, fraud or deception in connection with this Claim or this Agreement;

(g) Seller is using the funds received from the Purchase price for Seller's immediate economic necessities. Seller has been advised that Seller should not sell any portion of the Proceeds of the Claim if Seller has any other alternative to meet Seller's immediate economic necessities. Because buyer is taking a high risk in purchasing the portion of the Proceeds of the Claim, Seller understands buyer may make a large profit. Seller acknowledges that seller has been advised to seek the services of tax, accounting and financial advisors (in addition to my attorney) in the negotiating and signing of this Agreement. Seller has valid reasons for selling to Buyer an interest in the Proceeds rather than waiting until there is a verdict, award or settlement of the Claim. Seller understands that the amount of Buyer's Interest as set forth in the Disclosure table is greater than the Purchase price Seller is receiving, and there is a cost to Seller of selling to Buyer the Interest.

(h) Seller has not filed any voluntary petition in bankruptcy, or been found bankrupt or insolvent in any court proceeding, or sought or has been subject to the appointment of any trustee or receiver for all or any part of Seller's property. Seller further represents that he/she is not in violation of any obligations concerning child support or alimony, and Seller has not been convicted of any felony or other crime involving dishonesty.

(i) Seller will use Seller's best efforts to prosecute the Claim and to bring the Claim to a good faith settlement or final disposition. Seller will keep Buyer informed about important developments in the Claim, and to instruct Seller's Attorney to keep Buyer informed about the Claim if from time to time buyer requests an update as to the status of the Claim. Seller also promises to cooperate with Buyer in enforcing its rights under this Agreement.

6. Indemnification

Seller agrees to indemnify and to hold Buyer harmless from, and shall reimburse Buyer for, any and all loss, liability and/or damage (including attorney's fees) suffered by Buyer by reason of any misrepresentation, breach of warranty or failure to perform any covenant by Seller or Attorney contained in this Agreement or in any document, instrument or any other item delivered to Buyer in connections with this transaction.

7. Notices

All notices and other communications required or permitted to be made or given under this Agreement shall be in writing and shall be either delivered personally or sent postage prepaid by United States mail, return of receipt requested as follows:

To Buyer at: Universal Funds  
200 Phillips Rd.  
Exton, PA 19341

To Seller at: Marshe Myers  
1428 Kansas St. Apt. 1  
Memphis, TN 38106

8. Reclassification of Transaction

This Agreement represents an investment by Buyer, and not a loan to Seller. However, should a court of law determine that the transaction set out in this Agreement is a loan of money; Seller agrees that Interest shall accrue at the maximum rate permitted by law. Seller agrees that any fees or expenses paid by Buyer in connection with the Claim will not be included as Interest. This includes the Administrative fee described by paragraph 1 above, and any attorney's fees and/or costs Buyer has expended to enforce its rights under this Agreement. Seller agrees that these will be considered as reimbursements to Buyer, rather than as Interest.

9. Waiver of Jury Trial

BUYER AND SELLER, AFTER CONSULTATION WITH OUR RESPECTIVE ATTORNEYS, EACH HEREBY WAIVE ANY RIGHT WHICH WE MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LEGAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER COMMENCED BY OR AGAINST US IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR WITH ANY DOCUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT.

10. Events of Default

The occurrence of any one or more of the following events shall be an event of default by Seller under this Agreement.

(a) The failure of me or my Attorney to pay Buyer's Interest in the Proceeds within 30 days after (i) there is a verdict, award and/or settlement with respect to the Claim and (ii) Proceeds are received by me or my Attorney; or

(b) My failure to perform or comply with any of the agreements, conditions, provisions, or promises contained in this Agreement, including but not limited to if Buyer does not receive a timely response to a request for information from me or my Attorney or if Buyer does not receive a new Authorization and Acknowledgement by me or my new Attorney within ten (10) days after accepting representation in the Claim;



(c) If Buyer discovers any material misrepresentations or inaccuracies in any representation of warranty made by Seller or Buyer in this Agreement.

Upon an Event of Default by me under this Agreement, I agree that Buyer may contact any insurance company, claims adjuster or attorney then handling the Claim on behalf of any responsible party and advise such insurance company, claims adjuster or Attorney about Buyer's interest in my Claim and to direct that Buyer shall be included as the payee on settlement check. If Buyer does anything stated in this paragraph, Buyer shall not be liable to me for any damages which I may suffer resulting from Buyer's actions described above.

**11. Applicable Law**

This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania without regard to its provisions concerning conflicts of law. Buyer and Seller further irrevocably consent to the service of process out of the state and federal courts having original jurisdiction over actions arising in Phoenixville, Pennsylvania by mailing copies thereto by registered or certified United States mail, postage prepaid, to the other party to this Agreement at address specified above.

**12. Arbitration**

ANY DISPUTE BETWEEN SELLER AND BUYER ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING THE QUESTION OF WHETHER ANY PARTICULAR MATTER IS ARBITRABLE UNDER THIS AGREEMENT) SHALL BE SETTLED BY ARBITRATION. ALL PROCEEDINGS UNDER THIS PARAGRAPH SHALL BE UNDERTAKEN IN ACCORDANCE WITH RULES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA) IN FORCE AS OF THE DATE OF THIS AGREEMENT IS EXECUTED. THE ARBITRATION SHALL TAKE PLACE BEFORE A SINGLE ARBITRATOR TO BE CHOSEN BY AGREEMENT OF THE PARTIES, OR FAILING SUCH, IN ACCORDANCE WITH THE AAA RULES. THE ARBITRATION SHALL TAKE PLACE IN PHILADELPHIA, PA UNLESS THE PARTIES AGREE TO A DIFFERENT LOCATION. THE ARBITRATOR SHALL PREPARE A WRITTEN AWARD UPON THE COMPLETION OF THE ARBITRATION HEARING. JUDGMENT UPON THE WRITTEN AWARD SHALL BE ENTERED AND ENFORCED IN ANY COURT OF COMPETENT JURISDICTION. SELLER AND BUYER AGREE THAT THE WRITTEN DECISION OF THE ARBITRATOR SHALL BE VALID, BINDING, FINAL, AND NON-APPEALABLE.

THE PARTY WHO INITIATES ARBITRATION SHALL PAY THE INITIAL FILING FEE AND DEPOSIT REQUIRED BY THE AAA. IF SELLER INITIATES THE ARBITRATION AND BELIEVES IN GOOD FAITH THAT IS IT FINANCIALLY UNABLE TO PAY SUCH FILING FEES OF THE ARBITRATOR, AND OTHER ARBITRATION FEES, SELLER MAY ASK THE AAA TO DEFER OR REDUCE SUCH FEES PURSUANT TO THE AAA RULES. IF THE AAA DOES NOT DEFER OR REDUCE SUCH FEES SO THAT THE SELLER CAN AFFORD THEM, BUYER MAY, UPON SELLER'S WRITTEN REQUEST, PAY THE FEES AND ANY OTHER COSTS OF ARBITRATION THAT SELLER DEMONSTRATES IT IS UNABLE PAY AND



THAT ARE OVER AND ABOVE THE AMOUNT OF FEES AND COSTS SELLER WOULD HAVE PAID IN A LEGAL CLAIM IN A FEDERAL DISTRICT COURT IN THE SAME JURISDICTION AS THE PLACE OF ARBITRATION. PAYMENT OF SUCH FEES AND COSTS BY BUYER IS SUBJECT TO ANY LATER ALLOCATION OF THE FEES AND COSTS BETWEEN SELLER AND BUYER BY THE ARBITRATOR AS PROVIDED BELOW.

THE PARTIES TO THIS AGREEMENT CHOOSE ARBITRATION AS A WAY TO EXPEDITIOUSLY RESOLVE ANY DISPUTES. THE PARTIES HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL ON ANY DISPUTE. THE PARTIES ALSO WAIVE ANY RIGHT TO CONSOLIDATE OR TO HAVE HANDLED AS A CLASS ACTION ANY PROCEEDING ON ANY DISPUTES WITH ANY PROCEEDING ON DISPUTES, CLAIMS, OR CONTROVERSIES INVOLVING ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT.

THE PREVAILING PARTY IN ANY DISPUTE SHALL BE ENTITLED TO ALL REASONABLE ATTORNEYS' FEES AND COSTS, EXPENSES AND DISBURSEMENTS WITH RESPECT TO SUCH DISPUTE.

13. Miscellaneous

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No modification or amendment of this Agreement or waiver of any of its provisions shall be valid unless in writing and signed by both parties. The parties hereby acknowledge that they have read the terms of this Agreement, that they have consulted with legal counsel concerning its terms and effect, and that they understand and voluntarily make this Agreement and intend to be legally bound by its terms.

(b) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(c) Invalidity. The invalidity or unenforceability of any term or provision of this Agreement shall not void or impair the remaining provisions, which shall remain in full force and effect as if such invalid or unenforceable provision had never been contained herein.

(d) Assignment. This Agreement shall be binding upon and/or to the benefit of the parties hereto, their respective successors and assigns. Seller shall not assign his or her rights or obligations under this Agreement without the prior written agreement consent of the Buyer.

14. Right to Cancel

**SELLER HAS THE RIGHT TO CANCEL THIS AGREEMENT WITHIN SEVEN (7) DAYS FROM THE DATE OF RECEIPT OF PURCHASE PRICE FROM BUYER.**

In order for the cancellation to be effective, Seller must either:

(i) return the full amount of disbursed funds by Buyer to Buyer, by delivering the uncashed check to the Buyer's offices in person, within seven business days of the date Seller signs this Agreement, or

(ii) mail a notice of cancellation and include in that mailing a return of the full amount of disbursed funds (in the form of the Universal check, or registered, cashiers' or certified check or money order), by insured, registered or certified United States mail, postmarked within seven (7) business days of the date Seller signs this Agreement, at the address below:

UNIVERSAL FUNDS  
200 Philips Rd.  
Exton, PA 19341

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

SELLER:

BUYER:

UNIVERSAL FUNDS

By: Marshe Myers  
Marshe Myers  
Individually & as Beneficiary of the  
Estate of Antoine Coburn Jr.

By: Paul A. Graeff, Jr.  
Paul A. Graeff, Jr., President

Date: 11-10-16

Date: November 10, 2016

STATE OF  
COUNTY OF

ss:

On 10th day of NOV, 2016, before me, the undersigned notary public, personally appeared Marshe Myers and in due form of law acknowledged the foregoing instrument to be that person's act and deed and desire the same to be recorded as such.  
Witness my hand and notarized seal the date and year aforesaid.

Notary Public  
My commission Expires 12-12-2018



**EXHIBIT "A"**  
**AUTHORIZATION FOR ATTORNEY TO PAY UNIVERSAL FUNDS FROM PROCEEDS OF  
CLAIM/ACKNOWLEDGEMENT OF AUTHORIZATION**

**AUTHORIZATION**

Pursuant to that certain Purchase Agreement dated November 10, 2016 between Marshe Myers and Universal Funds (the "Agreement") I, Marshe Myers hereby irrevocably authorize and direct my attorney (and any future attorney representing me in connection with my claim), to, among other things (i) acknowledge an assignment, consensual lien and security Interest in favor of Universal against any and all of the proceeds due me from the Claim (after payment of any and all legal fees, reimbursable costs, statutory liens and liens buyer has been advised of that are in existence prior to the date of the Agreement) and to protect and satisfy the assignment, consensual lien and security Interest in favor of Buyer up to the full amount of Universal Funds Interest, (ii) pay Universal Funds from the Proceeds the amount due to Buyer representing its Interest in the Proceeds of my Claim at the time of distribution of the proceeds prior to any payment to me with respect to my Claim, (iii) notify Universal Funds of any verdict, Award, settlement, discontinuance or ending with respect to my Claim, (iv) respond to request for information from Universal Funds and (v) call or contact Universal Funds prior to any disbursement of funds to verify the amount due prior to any distribution of Proceeds to Seller.

The amount of Universal Funds Interest will increase to reflect the date universal Funds is paid its Interest and Proceeds set forth in the Disclosure table attached to the Agreement as Exhibit B, as such may be amended from time to time. This authorization is irrevocable and binding and may only be amended by the mutual written agreement of Universal Funds and Seller.

Date:

11-10-16

Signature:

Marshe Myers

Marshe Myers

Individually & as Beneficiary of the  
Estate of Antoine Coburn Jr.



**ACKNOWLEDGEMENT OF AUTHORIZATION**

I, Sholone Williams, Esquire on behalf of The Witherspoon Law Group hereby acknowledge that we represent Marshe Myers ("Plaintiff"), as his or her attorney, in connection with the Claim described in that certain Purchase Agreement dated November 10, 2016 between Plaintiff and Universal Funds ("Universal") (the "Agreement").

I acknowledge that Plaintiff has irrevocably instructed us to comply with its terms pursuant to the Authorization set forth above (the "Authorization") and I will honor Plaintiff's authorization and the assignment, consensual lien and security Interest in favor of Universal, subordinate only to my fees, reimbursable costs, statutory liens and liens Universal has been advised of that are in existence prior to the date of this Agreement. In particular, we agree to pay Universal its Interest from Plaintiff's Proceeds of the Claim in accordance with the Disclosure Table set forth on Page 1 and 2 of this Agreement, as such may be amended from time to time. I further agree not to distribute any Proceeds of the Claim to Plaintiff until Universal has been paid its Interests in full. In the event of a dispute, we agree that only disbursements for attorney's fees, reimbursable costs, statutory liens and liens Universal has been advised of that are in existence prior to the date of this Agreement will be made and that all funds due Plaintiff shall be held by us until such dispute is resolved. I also agree to honor any amended Disclosure Table signed by Plaintiff and Universal.

All disbursement of funds, including Plaintiff's share of the Proceeds, will be through my attorney trust account, and Plaintiff will not receive a settlement check directly from the defendant or insurance company. I also agree to contact Universal prior to any disbursement of funds to verify the amount of Universal's Interest.

I have no knowledge of Plaintiff having previously sold, transferred or signed any Interest in the Claim or in the Proceeds of the Claim, to any other person or entity, except for Universal, and understand that Plaintiff may not further sell, transfer or assign any additional Interest in the Claim without Universal's written permission, unless Universal Interest has been paid in full.

Date:

11/10/16

Signature:

Sholone Williams



# Exhibit 2

IN THE CHANCERY COURT OF SHELBY COUNTY, TENNESSEE  
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

---

MARSHE' MYERS,  
Individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

Docket No. \_\_\_\_\_

SIGNATURE FUNERAL HOME BY PREMIER, INC.,  
RODNEY WILLIAMS,  
THE WITHERSPOON LAW GROUP, PLLC,  
GLENN SMITH,  
SHOLONE WILLIAMS,  
UNIVERSAL FUNDS, INC.,  
and JOHN DOE,

JURY DEMANDED

Defendants.

---

**CLASS ACTION COMPLAINT FOR  
DAMAGES, DECLARTORY JUDGMENT, AND INJUNCTIVE RELIEF**

---

COMES NOW the Plaintiff, Marshe' Myers, individually and on behalf of all other Tennessee residents similarly situated, to bring this Class Action Complaint for Damages, Declaratory Judgment, and Injunctive Relief, against the Defendants, Signature Funeral Home By Premier, Inc., Rodney Williams, The Witherspoon Law Group, PLLC, Glenn Smith, Sholone Williams, Universal Funds, Inc., and John Doe. In support of this complaint, Plaintiff states as follows:

**JURISDICTION AND VENUE**

1. Plaintiff Marshe' Myers is an adult resident citizen of Memphis, Shelby County, Tennessee.
2. The class of Plaintiffs Marshe' Myers seeks to represent are residents of the State of Tennessee.

3. Upon information and belief, Defendant Signature Funeral Home By Premier, Inc. (hereinafter referred to as "Signature"), is a domestic corporation doing business in Memphis, Shelby County, Tennessee, with its registered agent for service of process listed as follows: Roland L. Gosey, Signature Funeral Home By Premier, Inc., 5270 Knight Arnold Road, Memphis, TN 38118-3505.

4. Upon information and belief, Defendant Rodney Williams is a resident of the State of Tennessee and is an embalmer licensed by the State of Tennessee.

5. Upon information and belief, Defendant The Witherspoon Law Group, PLLC (hereinafter referred to as "Witherspoon"), is a foreign limited liability company formed under the laws of the State of Texas that is currently doing business in the State of Tennessee as a law firm, but none of its members are licensed to practice law in the State of Tennessee, with its registered agent for service of process in the State of Texas listed as follows: Roland Witherspoon, 605 S. Broadway, Tyler, Texas 75701.

6. Upon information and belief, Defendant Glenn Smith is an agent and/or employee of Defendant Witherspoon and is a resident of the State of Illinois.

7. Upon information and belief, Defendant Sholone Williams is an agent and/or employee of Defendant Witherspoon and is either a resident of the State of Illinois or a resident of the State of Texas.

8. Upon information and belief, Defendant Universal Funds, Inc. (hereinafter referred to as "Universal"), is a foreign corporation formed under the laws of the State of Pennsylvania currently doing business in the State of Tennessee with its president named as follows: Richard Chakejian, 200 Phillips Road, Exton, PA 19341.

9. Upon information and belief, Defendant John Doe is an unknown attorney, agent, vendor, co-conspirator, and/or employee of the Defendants who was involved in the transactions, contracts, and/or acts described herein.

10. All of the transactions, contracts, acts and/or omissions directly involving Plaintiff Marshe' Myers described herein occurred in Memphis, Shelby County, Tennessee.

11. All other transactions, contracts, acts and/or omissions involving the class of persons Plaintiff Myers seeks to represent occurred in the State of Tennessee.

#### FACTS

12. On or about October 31, 2016, the minor son of Plaintiff Myers was negligently struck by a motor vehicle operated by a resident of the State of Tennessee and insured by State Farm Insurance Company.

13. On or about November 2, 2016, Plaintiff Myers's minor son died as a result of the injuries he received in the motor vehicle collision.

14. After her son's death, Plaintiff Myers sought out the funeral services of Defendant Signature.

15. Plaintiff Myers did not have the funds necessary to pay for the cost of the funeral services offered by Defendant Signature.

16. Upon being informed of Plaintiff Myers's inability to pay for funeral services, Defendant Rodney Williams, acting as an employee and/or agent of Defendant Signature, told Plaintiff Myers that he knew of an attorney who would pay for the funeral and contacted Defendant Witherspoon on behalf of Plaintiff Myers.

17. After Defendant Signature contacted Defendant Witherspoon, Plaintiff Myers spoke with Defendant Glenn Smith, an agent and/or employee of Defendant Witherspoon, and was told that Defendant Smith could help her get the funds necessary to pay for her son's funeral.

18. Defendant Smith then directed Plaintiff Myers to fill out an online intake form on Defendant Witherspoon's website. See intake form attached hereto as "Exhibit A".

19. After Plaintiff Myers filled out the online intake form, Defendant Smith sent her an

illegal and usurious "Purchase and Assignment Agreement" from Defendant Universal, and advised her to execute the agreement. Defendant Rodney Williams told the Plaintiff that her son would not be buried unless she signed the agreement. Plaintiff Myers was to receive \$11,180.00 in exchange for giving Defendant Universal a \$13,608.00 interest in anticipated proceeds from her wrongful death claim against State Farm Insurance, subject to Defendant Universal's rate of return. See Purchase and Assignment Agreement attached hereto as "Exhibit B". Plaintiff signed this document under undue pressure exerted by the Defendants and Defendant Rodney Williams notarized her signature.

20. Plaintiff Myers does not recall and denies signing a written contingency fee agreement with Defendant Witherspoon.

21. Plaintiff Myers never received the \$11,180.00 purchase funds from Defendant Universal. Upon information and belief, the purchase funds went directly to Defendant Signature for purchase of funeral goods and services.

22. Not aware that she had signed documents containing an acknowledgment that she retained Defendant Witherspoon as her attorneys, Plaintiff Myers hired her current counsel.

23. After being informed of Plaintiff Myers decision to terminate her relationship with Defendant Witherspoon, if any such relationship ever existed, Defendant Witherspoon, Defendant Smith, and Defendant Sholone Williams informed Plaintiff's counsel of their intent to file a lien for 33 1/3 percent (33 1/3%) of the total wrongful death claim proceeds from State Farm Insurance. See Letter from Witherspoon Law Group dated November 28, 2016, attached hereto as "Exhibit C".

COUNTS AGAINST DEFENDANT LAW FIRM AND UNENFORCEABILITY OF  
CONTRACT FOR LEGAL SERVICES

24. Based on the foregoing facts, Defendant Witherspoon, Defendant Smith, Defendant Sholone Williams, and John Doe have breached their legal duty to act in good faith and in the best interest of their client, have failed to uphold their duty of fair dealing owed to the Plaintiff, and have



deviated from the standard of care for attorneys in the State of Tennessee in the following ways:

- a. failure to provide competent representation;
- b. failure to act with reasonable diligence and promptness in representing a client;
- c. failure to explain a matter to the extent reasonably necessary to permit a client to make informed decisions regarding the representation;
- d. practicing law in a jurisdiction in violation of the laws and ethical constraints governing the legal profession in that jurisdiction;
- e. failure to inform client that the lawyer is not admitted to practice in Tennessee and failure to obtain the client's informed consent to such representation.
- f. making false or misleading communications about the lawyer or the lawyer's certification to provide services;
- g. giving something of value to a person for recommending or publicizing the lawyer's services;
- h. using a method of solicitation that involves coercion, duress, fraud, harassment, intimidation, overreaching, or undue influence;
- i. failure of a lawyer with offices in more than one jurisdiction to identify the lawyers in the firm and to indicate the jurisdictional limitations on those not licensed to practice in the jurisdiction where the office is located.

25. Plaintiff states that one, some, or all of the alleged intentional, fraudulent, and/or negligent actions or omissions of Defendant Witherspoon, Smith, Sholone Williams, and John Doe caused her to suffer damages described herein and entitle her to a declaratory judgment and injunctive relief.

26. Plaintiff further states that the any contract purported by the Defendant's Witherspoon, Sholone Williams, and Smith to exist between the law firm and the Plaintiff should be found by this

Court to be invalid and unenforceable because an attorney lawfully practicing in the State of Tennessee must provide his client with a written contingency fee agreement for her to sign and state the method by which the attorney's fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial, or appeal; litigation or other expenses to be deducted from the recovery; and whether such expenses are to be deducted before or after the contingent fee is calculated. The Defendant law firm failed to provide any such contract to the Plaintiff, so they should be enjoined from asserting any attorney lien for a contract that does not exist.

#### UNENFORCEABILITY OF PURCHASE AND ASSIGNMENT AGREEMENT

27. Defendant Universal's Purchase and Assignment Agreement is in clear violation of the Tennessee Litigation Financing Consumer Protection Act, Tennessee Code Annotated §§ 47-16-101 through 47-16-110. Specifically, the Purchase and Assignment Agreement is in violation of this act for the following reasons:

- a. Defendant Universal failed to register as a litigation financier in this state and failed to pay a bond of fifty thousand dollars (\$50,000) as required by statute (T.C.A. §47-16-103);
- b. Defendant Universal failed to state in its Purchase and Assignment Agreement whether the attorney is being paid on a contingency fee basis pursuant to a written agreement (T.C.A. §47-16-104(4)(b));
- c. Defendant Universal failed to state in its Purchase and Assignment Agreement that the attorney neither received nor paid a referral fee or any other consideration from or to the litigation financier, nor that the attorney will not in the future (T.C.A. §47-16-104(4)(e));
- d. Defendant Universal attempted to obtain a waiver of any remedy the Plaintiff might have, including but not limited to compensatory, statutory, or punitive

damages that a consumer might otherwise have (T.C.A. §47-16-105(6));

- e. Defendant Universal attempted to effect arbitration or otherwise effect waiver of a consumer's right to trial by jury (T.C.A. §47-16-105(7));
- f. Defendant Universal failed to comply with most of the provisions contained within T.C.A. §47-16-106, including but not limited to:
  - 1. the requirement that on the front page of the Purchase and Assignment Agreement in at least fourteen point, bold font the total amount of money to be provided to the consumer by the litigation financier,
  - 2. the maximum amount the consumer can be required to provide the litigation financier, including but not limited to all fees, charges, interest or other consideration,
  - 3. the maximum annual percentage fee, including all fees, charges, interest or other consideration received by the litigation financier in consideration for litigation financing, and
  - 4. Any of the contract language required to be printed in bold font by T.C.A. § 47-16-106(D).

28. Defendant Universal's violations of the Tennessee Litigation Financing Consumer Protection Act renders not only the Purchase and Assignment Agreement in this specific case unenforceable, but any other like or similar agreement they entered into with residents of the State of Tennessee.

#### CIVIL CONSPIRACY

29. Each of the Defendants engaged in a common scheme and plan and took overt action in furtherance of that plan for unlawful purposes and in concert one with another, thereby engaging in civil conspiracy.

30. The parts each of the Defendants played in the civil conspiracy are as follows:

- a. Upon information and belief, Defendant Witherspoon communicated to Defendant Signature and Defendant Rodney Williams that Witherspoon had the ability to procure funds to pay for funerals of wrongful death victims whose families could not afford to purchase funeral goods and services on their own;
- b. Upon information and belief, Defendant Signature and/or Defendant Rodney Williams contacted Defendant Witherspoon to refer Plaintiff Myers for legal representation in exchange for money to be provided for purchase of funeral goods and services;
- c. Upon receiving information from Plaintiff Myers regarding her claim for the wrongful death of her son, Defendant Witherspoon, by and through its agents and/or employees Defendant Smith, Defendant Sholone Williams, and Defendant John Doe contacted Defendant Universal so that it could induce the Plaintiff into entering the unlawful and usurious Purchase and Assignment Agreement.

31. By participating in and profiting from the civil conspiracy, each of the Defendants unjustly and illegally profited from the horrible misfortune of Plaintiff Myers: Defendant Witherspoon, Defendant Smith, Defendant Sholone Williams, and Defendant John Doe gained a wrongful death claim for which they would each profit from a fee of 33 1/3 percent; Defendant Signature and Defendant Rodney Williams profited from the sale funeral goods and services to Plaintiff in the amount of \$11,180.00; and Defendant Universal profited from the Purchase and Assignment Agreement wherein they could collect an administrative fee of \$250 and a 35.40% annual percentage rate of return, compounded monthly.

32. As participants in the civil conspiracy, each of the Defendants are jointly and severally liable to the Plaintiff for her damages.

### DECLARATORY JUDGMENT

33. Based on the foregoing, Plaintiff respectfully requests this Court to grant a Declaratory Judgment ruling that no valid contract for legal representation exists with Defendant Witherspoon, Defendant Williams, Defendant Smith, and Defendant John Doe, and that Defendant Witherspoon's asserted lien against the State Farm Insurance proceeds is invalid and unenforceable.

34. In the alternative, if the Court finds that a contract does exist between Plaintiff and Defendant Witherspoon, Plaintiff requests that the contract be reformed to more fairly and equitably reflect what fees, in any, earned by Defendant Witherspoon for any work it claims to have performed on behalf of the Plaintiff.

35. Based on the foregoing, Plaintiff also respectfully requests this Court to grant a Declaratory Judgment ruling that the Purchase and Assignment Agreement is invalid and unenforceable.

36. If the court grants a Declaratory Judgment, Plaintiff requests that the Defendants be required to pay reasonable attorney fees, court costs, and discretionary costs.

### INJUNCTIVE RELIEF

37. Based on the foregoing, Plaintiff respectfully requests this Court to grant an injunction prohibiting Defendant Witherspoon and all its attorneys, agents, and/or employees from representing, seeking to represent, and/or soliciting any residents of the State of Tennessee for injuries that arose within the State of Tennessee.

38. Based on the foregoing, Plaintiff also respectfully requests this Court to grant an injunction prohibiting Defendant Universal from entering into, soliciting, and/or enforcing Purchase and Assignment Agreements or any other such litigation funding contracts that violate the Tennessee Litigation Financing Consumer Protection Act with any residents of the State of Tennessee.

39. If the court grants an Injunction, Plaintiff requests that the Defendants be required to pay

reasonable attorney fees, court costs, and discretionary costs.

#### CLASS ALLEGATIONS

40. This action is properly maintainable as a Plaintiff class action or a class action with a subclass for each Defendant under Rule 23 of the Tennessee Rules of Civil Procedure. The initial Plaintiff Class consists of Tennessee residents who were claimants for wrongful death proceeds and contracted with Defendant Witherspoon for legal services. Plaintiff also reserves the right to add a Plaintiff subclass of all Tennessee residents who entered into Purchase and Assignment Agreements with Defendant Universal.

41. The initial Plaintiff class is so numerous that joinder of all members is impracticable. The number of class members is unknown to the Plaintiff, but can be determined from the records maintained by the Defendant Witherspoon and Defendant Universal.

42. The claims of the Plaintiff and status and actions of the Defendants are typical as to class members and the named Plaintiff has no claim that is antagonistic to those of the class.

43. The Plaintiff will fairly and adequately represent the members of the class and has retained counsel who is competent and experienced in class actions and who has agreed to advance the expenses of this class action lawsuit.

44. A class action is superior to other methods for the fair and efficient adjudication of this controversy. Furthermore, although the damages suffered by many individual members of the class may be distinct, they are amenable to aggregation and the expense and burden of individual litigation may make it difficult, if not impossible, for all members of the class to address the wrongs done to them individually. Many class members may not be aware that claims exist against the Defendants. There will be no unusual or insurmountable difficulties in the management of this action as a class action.

45. Common questions of law and fact exist and predominate over questions affecting only individual members of the class.

46. Common questions of law and fact with respect to the class include, but are not limited to:

- a. Did Defendant Witherspoon violate their legal duties owed to clients by seeking to represent residents of the State of Tennessee and by allowing clients to enter into unlawful Purchase and Assignment Agreements with entities such as Defendant Universal?
- b. Did Defendant Universal enter into unlawful and usurious Purchase and Assignment Agreements with residents of the State of Tennessee?
- c. Did the Defendants breach their duty of good faith and fair dealing when they conspired to profit from the Plaintiffs' wrongful death claim by engaging in unscrupulous and overreaching solicitation practices?

47. A class action is also appropriate in this matter because individual lawsuits could be so numerous that they would unnecessarily burden the courts, multiply the costs of litigation, and could impede the ability of some class members to receive any compensation at all should the funds available to satisfy individual claims prove insufficient.

#### DAMAGES

48. Plaintiff Myers has suffered liquidated damages, incurred attorney fees, and paid court costs as a result of being forced by the Defendants' misconduct to file this action. Furthermore, Defendants civil conspiracy has deprived her of \$13,608.00 from the expected recovery from State Farm Insurance and 33 1/3% of that same recovery.

49. In the event the Court grants the requested injunctive relief and declaratory judgment, Defendants should be required to disgorge any and all funds they acquired from class members and such funds should be deposited with the Court for equitable distribution.

50. The Defendants acted with deliberate and/or reckless disregard for the rights of the

Plaintiff and class. These acts were willful, wanton or reckless and were done in their own self-interest. Defendants should be held liable for punitive damages.

DEMAND FOR JURY TRIAL

51. A jury trial is demanded.

PRAYER FOR RELIEF

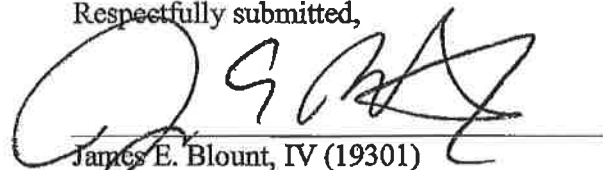
WHEREFORE, Plaintiff, individually and on behalf of the class, requests the following relief:

1. Certifying this action as a class action of affected plaintiffs and Defendants as defined herein;
2. Issuing a declaratory judgment ruling that any legal contract between the Plaintiff and Defendant Witherspoon is invalid and unenforceable;
3. Issuing a declaratory judgment quashing any liens asserted by Defendant Witherspoon;
4. Issuing a permanent injunction against Defendant Witherspoon, its attorneys, agents, and/or employees prohibiting them from soliciting, accepting offers to represent, and continuing to represent residents of the State of Tennessee for injury or wrongful death claims that arose within the State of Tennessee;
5. Issuing a declaratory judgment ruling that the Purchase and Assignment Agreement between the Plaintiff and Defendant Universal is invalid and unenforceable.
6. Issuing a permanent injunction against Defendant Universal prohibiting it from enforcing, soliciting, or entering into Purchase and Assignment Agreements or other similar litigation funding contracts with residents of the State of Tennessee;
7. Granting Plaintiff and the Plaintiff Class's attorney's fee, costs, and expenses, including pre-judgment interest and post-judgment interest;
8. Awarding Plaintiff and the Class punitive damages based upon the Defendants willful, intentional, and/or reckless disregard for their rights;



9. Granting such other relief in law and equity that the Court may direct.

Respectfully submitted,

A large, stylized handwritten signature in black ink, appearing to read 'JEB', is written over a horizontal line.

James E. Blount, IV (19301)  
Attorney for Plaintiff  
1950 West Poplar  
Collierville, TN 38017  
(901)529-9377  
jimmy@blountfirm.com

ADDRESS 1428 Kansas St apt 1

CITY Memphis

STATE TN

ZIP CODE 38106

COUNTY Shelby

PHONE (MOBILE) 901-921-8674

RELATIONSHIP: (TO  
INJURED/DECEASED) Mother

NAME Tony Coburn Jr

DATE OF BIRTH December 17, 2008

SEX MALE

ETHNICITY BLACK

ADDRESS 1428 kanas st apt 1, Memphis, TN, 38106

DATE OF INJURY October 31, 2016

DATE OF DEATH November 2, 2016

EDUCATION 2nd grade

CITY ACCIDENT  
OCCURRED Memphis

STATE ACCIDENT  
OCCURRED TN

WAS VEHICLE  
INSURED YES

VEHICLE INSURANCE  
CO. Statefarm

POLICY NUMBER: Claim number 4200809L9. Adjuster Garrett Nitz. 1-844-292-8615. Ext 319  
(PROVIDE COPY)

I ACKNOWLEDGE

I, the undersigned hereby state that I have not been solicited, coerced, or promised money or anything of value by The Witherspoon Law Group, or its agents, employees or representatives. I realize that I have the right to choose any attorney to represent me in this matter and have chosen The Witherspoon Law Group, to represent me as evidenced by the signed contract attached hereto. I have chosen The Witherspoon Law Group, of my own free will,

Exhibit A

voluntarily, and without compensation or promise of compensation or anything else of value. My signature below confirms this.

CLIENT NAME

Marshe' Myers

DATE

November 8, 2016

## PURCHASE AND ASSIGNMENT AGREEMENT

This Purchase and Assignment Agreement ("Agreement") is dated the 10<sup>th</sup> day of November 2016 by and between Marsha Myers, Individually & as Beneficiary of the Estate of Antoine Coburn Jr., social security [REDACTED], date of birth [REDACTED], having an address at 1428 Kansas St. Apt. 1, Memphis, TN 38106 ("Seller"), and Universal Funds ("Universal"), a Pennsylvania company having an address at 200 Philips Rd., Exton, PA 19341 ("Buyer").

### Background

Seller has a claim arising out of a Motor Vehicle accident which occurred on 10/31/2016 (the "Claim") against or involving Joyce Haywood and/or all proper defendants. Seller has hired Sholone Williams, Esquire of The Witherspoon Law Group ("Attorney") whose address is 1717 McKinney Avenue Suite 700, Dallas, TX 75202 to represent him/her in the Claim. Seller anticipates that the Claim will result in a verdict, judgment, award, or settlement. The entire amount of the verdict, judgment, award or settlement recovered by Seller, less legal fees and costs payable to Attorney under the existing fee agreement between Attorney and Seller, constitute the Proceeds of the Claim (the "Proceeds").

Seller desires to sell and assign to Universal an Interest in the Proceeds. Universal desires to purchase the Interest on the terms and conditions set forth in this Agreement

### 1. Purchase of Interest

I hereby sell, transfer, convey and assign to Universal a \$13,608.00 Interest (the "Interest") in the Proceeds for a purchase price of \$11,430.00 ("Purchase Price"). I acknowledge receipt of the Purchase Price, less a fee of \$250.00 ("Administrative Fee"). I understand that (i) after the deduction of the Administrative Fee, the net amount received by me will be \$11,180.00 and (ii) the amount of Universal Funds Interest, in other words, the amount to be paid to Universal and/or Universal's rate of return, will increase to reflect the date Universal is paid its Interest in the Proceeds as set forth in the following Disclosure Table (the "Disclosure Table") as such may be amended from time to time.

### DISCLOSURE TABLE

|   |                                 |  |
|---|---------------------------------|--|
| <b>Purchase Price</b>                               |                                 | <b>\$11,430.00</b>   |
| <b>Administrative Fee (review &amp; processing)</b> |                                 | <b>\$250.00</b>  |
| <b>Net Amount Received By Me</b>                    |                                 | <b>\$11,180.00</b>   |
| <b>Date of Payment to Universal Funds</b>           | <b>Number<br/>Of<br/>Months</b> | <b>Amount of Universal<br/>Funds' Interest/Amount<br/>Due to Universal Funds</b> |
| On or Before 5/10/2017                              | 6                               | \$13,608.00  |
| After 5/10/2017 and on or before 8/10/2017          | 9                               | \$14,849.00  |
| After 8/10/2017 and on or before 11/10/2017         | 12                              | \$16,202.00  |
| After 11/10/2017 and on or before 2/10/2018         | 15                              | \$17,678.00  |
| After 2/10/2018 and on or before 5/10/2018          | 18                              | \$19,289.00  |
| After 5/10/2018 and on or before 8/10/2018          | 21                              | \$21,047.00  |

|   |    |             |
|---|----|-------------|
| After 8/10/2018 and on or before 11/10/2018                                   | 24 | \$22,966.00 |
| After 11/10/2018 and on or before 2/10/2019                                   | 27 | \$25,059.00 |
| After 2/10/2019 and on or before 5/10/2019                                    | 30 | \$27,342.00 |
| After 5/10/2019 and on or before 8/10/2019                                    | 33 | \$29,834.00 |
| After 8/10/2019 and on or before 11/10/2019                                   | 36 | \$32,553.00 |
| After 11/10/2019 and on or before 2/10/2020                                   | 39 | \$35,520.00 |
| After 2/10/2020 and on or before 5/10/2020                                    | 42 | \$38,757.00 |
| After 5/10/2020 and on or before 8/10/2020                                    | 45 | \$42,289.00 |
| After 8/10/2020 and on or before 11/10/2020                                   | 48 | \$46,144.00 |
| Annual percentage fee (rate of return) on advance, compounded monthly: 35.40% |    |             |

## **2. Contingency Agreement**

If no recovery of Proceeds is received under Seller's Claim as a result of a verdict, judgment, award, or settlement, Seller shall have no responsibility, obligation or duty to pay Buyer the Purchase Price, unless Seller's failure to recover Proceeds arises from or in connection with any fraud, misrepresentation, deception, breach of warranty or failure to perform any covenant contained in this Agreement by Seller, who will then be liable for Buyer's attorney's fees or collection costs, as permitted by law.

## **3. Payment from Proceeds**

(a) Buyers Interest shall be paid by Seller's Attorney of the Proceeds of the Claim and will be deducted directly from the Proceeds of the Claim and will be paid to Buyer prior to any payment to Seller. If the Proceeds of the Claim are not enough to pay the full amount due to Buyer, then Buyer shall be entitled to receive 100% of the Proceeds of the Claim. I have directed my Attorney (and any future attorneys representing me) to, among other things, (i) place an assignment, consensual lien and security Interest in favor of Buyer against any and all Proceeds due Seller from the Claim (after payment of any and all legal fees and reimbursable costs) and to protect and satisfy the assignment, consensual lien and security Interest in favor of Buyer up to the full amount of Buyer's Interest, (ii) notify Buyer of any award, verdict, settlement, discontinuance or ending with respect to the Claim, (iii) pay Buyer from the Proceeds the proper amount due to buyer representing Buyer's Interest in the Proceeds at the time of the distribution of the Proceeds prior to any payment to me with respect to the Claim, (iv) respond to requests for information from Buyer, and (v) contact Buyer prior to any disbursements of funds to verify the amount of Buyer's Interest. I have provided Buyer with an executed Authorization for Attorney to pay Universal Funds from Proceeds of Claim/Acknowledgement of Authorization by Seller and his/her attorney in the form attached as Exhibit "A" (the "Authorization and Acknowledgement").

(b) At any time prior to final verdict, award, or settlement of my Claim, Seller may pay Buyer money to reduce the amount owed to Buyer. There is no penalty for such a payment. If Seller pays such an amount, Buyer will prepare an amended Disclosure Table which Buyer and Seller will sign, which will reduce the amount of Buyer's Interest. Additionally, if Seller wants to sell an additional amount of the Claim, and if Buyer agrees to purchase an additional amount, Seller will sign an amended Disclosure Table. Seller understands that Buyer is not required to purchase additional portions of the Claim.



(c) The amount due Buyer shall be withheld from any money collected as a result of Seller's Claim and shall immediately be paid to Buyer (after first deducting Attorney's fees and costs, and any prior liens which exist on the date of this Agreement). Seller agrees that all Proceeds received in connection with this Claim shall be held in trust for Buyer until Buyer has been fully paid the amount due under this Agreement. Seller agrees that Seller will not receive any money or payment from the Proceeds of the Claim until Buyer has been paid its Interest in full.

(d) In the event the Claim is the subject of more than one lawsuit, claim or cause arising out of more than one incident/accident/claim, then the amount due Buyer under this Agreement shall be paid from the Proceeds of the first lawsuit, claim or case, including Uninsured Motorists claims, Underinsured Motorists claims and any possible malpractice claims arising out of the Claim, which results in a recovery by the Seller. If insufficient funds are available from the first of the lawsuit, claim and/or case resulting in a monetary recovery to pay the full amount due Buyer pursuant to this Agreement, then the balance due Buyer shall be paid from the Proceeds of the next lawsuit, claim and/or case if any.

**4. No Transfer of Legal Claim**

This Agreement is for the purchase of the Purchase Price only. Seller is not assigning any portion of the Claim to Buyer, and Buyer is not buying any portion of Seller's Claim under this Agreement. Buyer shall have no right, duty or obligation to purchase or prosecute the Claim, or to negotiate with or to collect from any third party any verdict, judgment, award or settlement under such claim on behalf Seller.

**5. Sellers Representations and Warranties**

Seller represents and warrants that

(a) Seller is represented by an attorney in the Claim. Seller has reviewed this with an attorney, and any agreement between attorney and Seller will not be changed in any way so as to reduce the Proceeds payable to Seller. Seller also promises to notify Buyer in writing within 3 days if Seller terminates the services of Seller's attorney, or if the attorney decides not to proceed with the Claim. If new attorneys are retained to represent Seller in this Claim, Seller will notify Buyer of the new attorney and will direct the new attorney to comply with the terms of this Agreement. Seller and new attorney will execute a new Authorization and Acknowledgement within 14 days after agreeing to the terms of representation. Seller will also notify Buyer within 3 days if Seller moves from the address listed above;

(b) Seller has not sold, transferred, hypothecated, mortgaged, encumbered, assigned, conveyed and/or otherwise disposed of any Interest in the Claim or in the Proceeds to any other person or entity. Seller specifically agrees that Seller will not sell any additional portion of the Proceeds of the Claim without Buyer's permission or unless Buyer's Interest in the Claim is paid in full;

(c) This Agreement is a legal, valid and binding obligation of Seller;

- (d) Seller is capable of entering into this Agreement;
- (e) Other than the Claim itself, there is no claim, legal action, charge, security interest, lien, encumbrance, or any proceeding or order pending, or the rights of a third party, in effect or threatened, against Seller's property, assets or business, or this Claim other than set forth in Exhibit "B", which would in any manner affect or impair the Purchase Price under this Agreement;
- (f) Seller has complied with all laws and has not committed any misrepresentation, fraud or deception in connection with this Claim or this Agreement;
- (g) Seller is using the funds received from the Purchase price for Seller's immediate economic necessities. Seller has been advised that Seller should not sell any portion of the Proceeds of the Claim if Seller has any other alternative to meet Seller's immediate economic necessities. Because buyer is taking a high risk in purchasing the portion of the Proceeds of the Claim, Seller understands buyer may make a large profit. Seller acknowledges that seller has been advised to seek the services of tax, accounting and financial advisors (in addition to my attorney) in the negotiating and signing of this Agreement. Seller has valid reasons for selling to Buyer an interest in the Proceeds rather than waiting until there is a verdict, award or settlement of the Claim. Seller understands that the amount of Buyer's Interest as set forth in the Disclosure table is greater than the Purchase price Seller is receiving, and there is a cost to Seller of selling to Buyer the Interest.
- (h) Seller has not filed any voluntary petition in bankruptcy, or been found bankrupt or insolvent in any court proceeding, or sought or has been subject to the appointment of any trustee or receiver for all or any part of Seller's property. Seller further represents that he/she is not in violation of any obligations concerning child support or alimony, and Seller has not been convicted of any felony or other crime involving dishonesty.
- (i) Seller will use Seller's best efforts to prosecute the Claim and to bring the Claim to a good faith settlement or final disposition. Seller will keep Buyer informed about important developments in the Claim, and to instruct Seller's Attorney to keep Buyer informed about the Claim if from time to time buyer requests an update as to the status of the Claim. Seller also promises to cooperate with Buyer in enforcing its rights under this Agreement.

**6. Indemnification**

Seller agrees to indemnify and to hold Buyer harmless from, and shall reimburse Buyer for, any and all loss, liability and/or damage (including attorney's fees) suffered by Buyer by reason of any misrepresentation, breach of warranty or failure to perform any covenant by Seller or Attorney contained in this Agreement or in any document, instrument or any other item delivered to Buyer in connections with this transaction.

7. Notices

All notices and other communications required or permitted to be made or given under this Agreement shall be in writing and shall be either delivered personally or sent postage prepaid by United States mail, return of receipt requested as follows:

To Buyer at: Universal Funds  
200 Philips Rd.  
Exton, PA 19341

To Seller at: Marshe Myers  
1428 Kansas St. Apt. 1  
Memphis, TN 38106

8. Reclassification of Transaction

This Agreement represents an investment by Buyer, and not a loan to Seller. However, should a court of law determine that the transaction set out in this Agreement is a loan of money; Seller agrees that Interest shall accrue at the maximum rate permitted by law. Seller agrees that any fees or expenses paid by Buyer in connection with the Claim will not be included as Interest. This includes the Administrative fee described by paragraph 1 above, and any attorney's fees and/or costs Buyer has expended to enforce its rights under this Agreement. Seller agrees that these will be considered as reimbursements to Buyer, rather than as Interest.

9. Waiver of Jury Trial

BUYER AND SELLER, AFTER CONSULTATION WITH OUR RESPECTIVE ATTORNEYS, EACH HEREBY WAIVE ANY RIGHT WHICH WE MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LEGAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER COMMENCED BY OR AGAINST US IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR WITH ANY DOCUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT.

10. Events of Default

The occurrence of any one or more of the following events shall be an event of default by Seller under this Agreement.

(a) The failure of me or my Attorney to pay Buyer's Interest in the Proceeds within 30 days after (i) there is a verdict, award and/or settlement with respect to the Claim and (ii) Proceeds are received by me or my Attorney; or

(b) My failure to perform or comply with any of the agreements, conditions, provisions, or promises contained in this Agreement, including but not limited to if Buyer does not receive a timely response to a request for information from me or my Attorney or if Buyer does not receive a new Authorization and Acknowledgement by me or my new Attorney within ten (10) days after accepting representation in the Claim;



(c) If Buyer discovers any material misrepresentations or inaccuracies in any representation of warranty made by Seller or Buyer in this Agreement.

Upon an Event of Default by me under this Agreement, I agree that Buyer may contact any insurance company, claims adjuster or attorney then handling the Claim on behalf of any responsible party and advise such insurance company, claims adjuster or Attorney about Buyer's interest in my Claim and to direct that Buyer shall be included as the payee on settlement check. If Buyer does anything stated in this paragraph, Buyer shall not be liable to me for any damages which I may suffer resulting from Buyer's actions described above.

**11. Applicable Law**

This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania without regard to its provisions concerning conflicts of law. Buyer and Seller further irrevocably consent to the service of process out of the state and federal courts having original jurisdiction over actions arising in Phoenixville, Pennsylvania by mailing copies thereto by registered or certified United States mail, postage prepaid, to the other party to this Agreement at address specified above.

**12. Arbitration**

ANY DISPUTE BETWEEN SELLER AND BUYER ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING THE QUESTION OF WHETHER ANY PARTICULAR MATTER IS ARBITRABLE UNDER THIS AGREEMENT) SHALL BE SETTLED BY ARBITRATION. ALL PROCEEDINGS UNDER THIS PARAGRAPH SHALL BE UNDERTAKEN IN ACCORDANCE WITH RULES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA) IN FORCE AS OF THE DATE OF THIS AGREEMENT IS EXECUTED. THE ARBITRATION SHALL TAKE PLACE BEFORE A SINGLE ARBITRATOR TO BE CHOSEN BY AGREEMENT OF THE PARTIES, OR FAILING SUCH, IN ACCORDANCE WITH THE AAA RULES. THE ARBITRATION SHALL TAKE PLACE IN PHILADELPHIA, PA UNLESS THE PARTIES AGREE TO A DIFFERENT LOCATION. THE ARBITRATOR SHALL PREPARE A WRITTEN AWARD UPON THE COMPLETION OF THE ARBITRATION HEARING. JUDGMENT UPON THE WRITTEN AWARD SHALL BE ENTERED AND ENFORCED IN ANY COURT OF COMPETENT JURISDICTION. SELLER AND BUYER AGREE THAT THE WRITTEN DECISION OF THE ARBITRATOR SHALL BE VALID, BINDING, FINAL, AND NON-APPEALABLE.

THE PARTY WHO INITIATES ARBITRATION SHALL PAY THE INITIAL FILING FEE AND DEPOSIT REQUIRED BY THE AAA. IF SELLER INITIATES THE ARBITRATION AND BELIEVES IN GOOD FAITH THAT IS IT FINANCIALLY UNABLE TO PAY SUCH FILING FEES OF THE ARBITRATOR, AND OTHER ARBITRATION FEES, SELLER MAY ASK THE AAA TO DEFER OR REDUCE SUCH FEES PURSUANT TO THE AAA RULES. IF THE AAA DOES NOT DEFER OR REDUCE SUCH FEES SO THAT THE SELLER CAN AFFORD THEM, BUYER MAY, UPON SELLER'S WRITTEN REQUEST, PAY THE FEES AND ANY OTHER COSTS OF ARBITRATION THAT SELLER DEMONSTRATES IT IS UNABLE PAY AND

THAT ARE OVER AND ABOVE THE AMOUNT OF FEES AND COSTS SELLER WOULD HAVE PAID IN A LEGAL CLAIM IN A FEDERAL DISTRICT COURT IN THE SAME JURISDICTION AS THE PLACE OF ARBITRATION. PAYMENT OF SUCH FEES AND COSTS BY BUYER IS SUBJECT TO ANY LATER ALLOCATION OF THE FEES AND COSTS BETWEEN SELLER AND BUYER BY THE ARBITRATOR AS PROVIDED BELOW.

THE PARTIES TO THIS AGREEMENT CHOOSE ARBITRATION AS A WAY TO EXPEDITIOUSLY RESOLVE ANY DISPUTES. THE PARTIES HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL ON ANY DISPUTE. THE PARTIES ALSO WAIVE ANY RIGHT TO CONSOLIDATE OR TO HAVE HANDLED AS A CLASS ACTION ANY PROCEEDING ON ANY DISPUTES WITH ANY PROCEEDING ON DISPUTES, CLAIMS, OR CONTROVERSIES INVOLVING ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT.

THE PREVAILING PARTY IN ANY DISPUTE SHALL BE ENTITLED TO ALL REASONABLE ATTORNEYS' FEES AND COSTS, EXPENSES AND DISBURSEMENTS WITH RESPECT TO SUCH DISPUTE.

13. Miscellaneous

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No modification or amendment of this Agreement or waiver of any of its provisions shall be valid unless in writing and signed by both parties. The parties hereby acknowledge that they have read the terms of this Agreement, that they have consulted with legal counsel concerning its terms and effect, and that they understand and voluntarily make this Agreement and intend to be legally bound by its terms.

(b) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(c) Invalidity. The invalidity or unenforceability of any term or provision of this Agreement shall not void or impair the remaining provisions, which shall remain in full force and effect as if such invalid or unenforceable provision had never been contained herein.

(d) Assignment. This Agreement shall be binding upon and/or to the benefit of the parties hereto, their respective successors and assigns. Seller shall not assign his or her rights or obligations under this Agreement without the prior written agreement consent of the Buyer.

14. Right to Cancel

**SELLER HAS THE RIGHT TO CANCEL THIS AGREEMENT WITHIN SEVEN (7) DAYS FROM THE DATE OF RECEIPT OF PURCHASE PRICE FROM BUYER.**

In order for the cancellation to be effective, Seller must either:

- (i) return the full amount of disbursed funds by Buyer to Buyer, by delivering the uncashed check to the Buyer's offices in person, within seven business days of the date Seller signs this Agreement, or
- (ii) mail a notice of cancellation and include in that mailing a return of the full amount of disbursed funds (in the form of the Universal check, or registered, cashiers' or certified check or money order), by insured, registered or certified United States mail, postmarked within seven (7) business days of the date Seller signs this Agreement, at the address below:

UNIVERSAL FUNDS  
200 Philips Rd.  
Exton, PA 19341

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

SELLER:



By: Marshe Myers  
Marshe Myers  
Individually & as Beneficiary of the  
Estate of Antoine Coburn Jr.

Date: 11-10-16

BUYER:

UNIVERSAL FUNDS

By: Paul A. Graeff, Jr.  
Paul A. Graeff, Jr., President

Date: November 10, 2016

STATE OF  
COUNTY OF

ss:

On 10 day of NOV, 2016, before me, the undersigned notary public, personally appeared Marshe Myers and in due form of law acknowledged the foregoing instrument to be that person's act and deed and desire the same to be recorded as such.  
Witness my hand and notarized seal the date and year aforesaid.

Notary Public

My commission Expires 12-12-2018



**EXHIBIT "A"**  
**AUTHORIZATION FOR ATTORNEY TO PAY UNIVERSAL FUNDS FROM PROCEEDS OF  
CLAIM/ACKNOWLEDGEMENT OF AUTHORIZATION**

**AUTHORIZATION**

Pursuant to that certain Purchase Agreement dated November 10, 2016 between Marshe Myers and Universal Funds (the "Agreement") I, Marshe Myers hereby irrevocably authorize and direct my attorney (and any future attorney representing me in connection with my claim), to, among other things (i) acknowledge an assignment, consensual lien and security Interest in favor of Universal against any and all of the proceeds due me from the Claim (after payment of any and all legal fees, reimbursable costs, statutory liens and liens buyer has been advised of that are in existence prior to the date of the Agreement) and to protect and satisfy the assignment, consensual lien and security Interest in favor of Buyer up to the full amount of Universal Funds Interest, (ii) pay Universal Funds from the Proceeds the amount due to Buyer representing its Interest in the Proceeds of my Claim at the time of distribution of the proceeds prior to any payment to me with respect to my Claim, (iii) notify Universal Funds of any verdict, Award, settlement, discontinuance or ending with respect to my Claim, (iv) respond to request for information from Universal Funds and (v) call or contact Universal Funds prior to any disbursement of funds to verify the amount due prior to any distribution of Proceeds to Seller.

The amount of Universal Funds Interest will increase to reflect the date universal Funds is paid its Interest and Proceeds set forth in the Disclosure table attached to the Agreement as Exhibit B, as such may be amended from time to time. This authorization is irrevocable and binding and may only be amended by the mutual written agreement of Universal Funds and Seller.

Date: 11-10-16

Signature:

Marshe Myers

Marshe Myers  
Individually & as Beneficiary of the  
Estate of Antoine Coburn Jr.



**ACKNOWLEDGEMENT OF AUTHORIZATION**

I, Sholone Williams, Esquire on behalf of The Witherspoon Law Group hereby acknowledge that we represent Marshe Myers ("Plaintiff"), as his or her attorney, in connection with the Claim described in that certain Purchase Agreement dated November 10, 2016 between Plaintiff and Universal Funds ("Universal") (the "Agreement").

I acknowledge that Plaintiff has irrevocably instructed us to comply with its terms pursuant to the Authorization set forth above (the "Authorization") and I will honor Plaintiff's authorization and the assignment, consensual lien and security Interest in favor of Universal, subordinate only to my fees, reimbursable costs, statutory liens and liens Universal has been advised of that are in existence prior to the date of this Agreement. In particular, we agree to pay Universal its Interest from Plaintiff's Proceeds of the Claim in accordance with the Disclosure Table set forth on Page 1 and 2 of this Agreement, as such may be amended from time to time. I further agree not to distribute any Proceeds of the Claim to Plaintiff until Universal has been paid its Interests in full. In the event of a dispute, we agree that only disbursements for attorney's fees, reimbursable costs, statutory liens and liens Universal has been advised of that are in existence prior to the date of this Agreement will be made and that all funds due Plaintiff shall be held by us until such dispute is resolved. I also agree to honor any amended Disclosure Table signed by Plaintiff and Universal.

All disbursement of funds, including Plaintiff's share of the Proceeds, will be through my attorney trust account, and Plaintiff will not receive a settlement check directly from the defendant or insurance company. I also agree to contact Universal prior to any disbursement of funds to verify the amount of Universal's Interest.

I have no knowledge of Plaintiff having previously sold, transferred or signed any Interest in the Claim or in the Proceeds of the Claim, to any other person or entity, except for Universal, and understand that Plaintiff may not further sell, transfer or assign any additional Interest in the Claim without Universal's written permission, unless Universal Interest has been paid in full.

Date: 11/10/16

Signature:

Sholone Williams

Sholone Williams



**EXHIBIT "B"**

**PRIOR SALES, TRANSFERS, ASSIGNMENTS OR CONVEYANCES OF ANY  
INTEREST IN THE CLAIM**

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**List previous liens, if any:**



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November 28, 2016

**BY FACSIMILE: (901) 850-7786 &**

**Email: [jimmy@blountfirm.com](mailto:jimmy@blountfirm.com)**

James Blount

Blount Law Firm, PLLC

1950 West Poplar Avenue

Collierville, Tennessee 38017

**RE: ANTONIE T. COBURN JR. (DECEASED)**

**DATE OF LOSS: OCTOBER 31, 2016**

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Dear James Blunt:

Thank you for your November 23, 2016 correspondence and your representation has been noted. However, I want to address your allegations that Ms. Myers had no recollection of retaining us to represent her in the above matter. I have included for your convenience a copy of our online intake form completed by Ms. Myers as well as a signed and notarized loan advance agreement and affidavit of heirship that Ms. Myers signed. As such we do have sufficient proof that Ms. Myers did in fact hire our firm to pursue this claim.

In addition, I have included a copy of the hospital lien, which my office had already started working on reducing and the adverse party certificate of coverage that was submitted to me after my policy limits demand was accepted by State Farm.

As such, we have filed a lien against the claim and submitted it over to the insurance company for all the work done on this file. Our firm is a contingency based firm and our fee is 33 1/3 percent of the total settlement. Therefore, we are not a billable hour firm and I do not provide invoices for work done on files. But, I do believe the above information and attached documents will substantiate my position regarding payment and work done on this file. Therefore, we are expecting the loan advancement to be paid back as well as our fee's to be paid before the lien is released.

Thank you for your cooperation in this matter. Please call me if you have any questions or concerns regarding the above.

Exhibit  
C

TONY ANTONIE COBURN JR.,  
Page 2

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Regards,  
Sholone Williams  
(Reply to Chicago office)

Enclosures: