



July 11, 2023

Email: [Bishop.Walker@SBD2.com](mailto:Bishop.Walker@SBD2.com)

Mrs. Victoria Johnson  
c/o Marks & Harrison, PC  
1500 Forest Ave., Room 100  
Richmond, VA 23229

**Re: Pre-Settlement Advance Funding**

Dear Mrs. Johnson:

We have approved your request for a pre-settlement advance. Please sign and date where requested in this E-signature contract. Once all signatures are received we will wire the funds to your account or overnight a check to your home address.

If you have any questions, please do not hesitate to contact me.

**Email:** [rwk@greatbaycapital.com](mailto:rwk@greatbaycapital.com)  
**Office:** 843-342-6848

Sincerely,

Richard W. Kerr, Jr.

37 Oyster Reef Drive · Hilton Head Island, SC 29926  
Phone (843) 342-6848  
Fax (843) 589-9072  
[www.greatbaycapital.com](http://www.greatbaycapital.com)



37 Oyster Reef Drive  
Hilton Head Island, South Carolina 29926  
Phone: (843) 342-6848 Fax: (843) 589-9072

This Agreement (the "Agreement") is made and dated as of July 11, 2023 by and between Victoria Johnson (the "Seller"), and Great Bay Capital, Inc. (the "Purchaser").

Seller represents to Purchaser that Seller is the plaintiff in a certain claim/litigation entitled **Victoria Johnson v. Edgar Quinteros, et.al.** ("the Litigation") pending in the State of Virginia. Seller may be entitled to proceeds from the Litigation as compensation for injuries sustained in a certain accident which occurred on or about March 25, 2019 in Lynchburg, Virginia. At Seller's request, Purchaser has agreed to purchase from Seller an interest in the above entitled litigation, and to advance funds to Seller as follows:

<b>Interest Rates and Interest Charges:</b>	
<b>Annual Percentage Rate:</b> Cost on a yearly rate.	<b>2.99% per month.</b> <b>35.88% per year.</b>
<b>Amount Financed:</b> Total credit provided.	<b>\$5,035.00</b>
<b>Itemization of Amount Financed:</b>	<b>\$5,000.00 enclosed.</b> <b>\$35.00 overnight/wire fee.</b>

Example:

<b><u>1st</u></b> <b><u>Advance Amount</u></b>	<b><u>Paid on</u></b> <b><u>or before:</u></b>	<b><u>Amount Due</u></b>
\$5,035.00	9/1/2023	\$5,185.55
	10/1/2023	\$5,336.09
	11/1/2023	\$5,486.64
	12/1/2023	\$5,637.19
	1/1/2024	\$5,787.73
	2/1/2024	\$5,938.28
	3/1/2024	\$6,088.83
	4/1/2024	\$6,239.37
	5/1/2024	\$6,389.92
	6/1/2024	\$6,540.47
	7/1/2024	\$6,691.01
	8/1/2024	\$6,841.56
	9/1/2024	\$6,992.61

**(Note: The above chart is intended as an example of interest charges only. Actual payoff amounts may/will vary depending on dates of advance or in the case of multiple advances.)**

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

- 1. Seller irrevocably transfers, grants and conveys to Purchaser all of the Seller's rights, title and interest in the first \$5,035.00 (five thousand thirty-five dollars) paid to Seller from the proceeds of the above entitled litigation, plus interest at 2.99% (two point nine-nine percent) per month accrued and payable on the first of each month.**
- 2. Purchaser and seller agree that Purchaser's rights to be paid and Seller's obligation to pay are speculative, without recourse, and contingent upon the successful resolution of the Litigation or its successor. Should the current claim or pending litigation be withdrawn, non-suited, subject to re-trial or for whatever reason ended other than through a final court verdict on the merits of the case, the parties agree that this contract shall remain and be applied to any successor claims and or litigation arising out of the same or similar facts, or arising out of the conduct of the litigation, including claims of legal malpractice against current or future attorneys.**
- 3. Seller hereby directs and commands his attorney to promptly make payment within ten days of receiving funds from the litigation to the Purchaser. Seller hereby directs his attorney to pay Purchaser directly from said funds from his trust/escrow account.**
4. Seller agrees to notify Purchaser within 5 business days of any change in attorney, in writing, at the above address.
5. Seller hereby agrees to release any and all information requested by Purchaser that Purchaser, in good faith, deems necessary to perform under this agreement. Purchaser agrees to keep this information confidential unless directed otherwise by a court of competent jurisdiction.
6. This agreement shall be fully binding upon Seller's heirs, executors, administrators, trustees or any other successor in interest who may obtain control or be entitled to take under the litigation upon Seller's death or disability.
7. Seller acknowledges that he/she has no questions regarding this agreement, that seller has been advised to seek counsel regarding this agreement, that if the litigation is successful, the purchaser shall make a profit from this agreement, and that seller has been advised that other sources of funding may be available at more favorable terms to seller.
8. Seller grants Purchaser the right to send a notice of this agreement to any person, company or entity Purchaser deems necessary to protect Purchaser's interest in the litigation.
9. Seller agrees not to accept a structured settlement in satisfaction of the litigation unless Purchaser is paid in full from the proceeds of the settlement prior to the structure.
10. Seller instructs his attorney to provide Purchaser with regular updates regarding the litigation.
11. In the event any action or proceeding is brought by either party to enforce the terms of this agreement, the prevailing party shall be entitled to reimbursement by the other

party of his expenses, including attorney's fees, costs, travel, time, phone calls, copying, lodging and the like.

12. If Seller should discharge his current attorney, seller agrees that this lien shall remain in full effect with any new legal counsel.
13. Seller acknowledges receipt of Creditors Consumer Information Privacy Policy, instructs Creditor to refrain from sending any information regarding the customer relationship to Seller, and agrees to accept further notice from Creditor's web site, [www.greatbaycapital.com/privacy](http://www.greatbaycapital.com/privacy).

Seller: Victoria Johnson

Advance Amount: \$5,035.00

Signed: *Victoria Johnson*  
Victoria Johnson (Jul 12, 2023 09:59 EDT)  
Victoria Johnson

Date: Jul 12, 2023

Purchaser: Great Bay Capital, Inc.

Signed: \_\_\_\_\_  
**Richard W. Kerr, Jr. – President**  
**Great Bay Capital, Inc.**

Date: \_\_\_\_\_

As evidenced by his/her signature below, Seller's attorney acknowledges that Seller has assigned to Purchaser the interest in Seller's litigation as outlined in this agreement, and agrees to hold any and all proceeds of Seller's litigation in trust/escrow in order to satisfy the lien created by this agreement, to promptly pay said sums to Purchaser upon conclusion of Seller's litigation, and to notify purchaser within three business days of any termination of representation of seller or client.

Seller's Attorney:

\_\_\_\_\_

## OVERNIGHT DELIVERY OR WIRE TRANSFER INFORMATION

Please choose **ONE** of the following options and complete information requested:

### 1. For Direct Deposit/Wire to:

Name on account: Bishop Walker

Address on account: 164 Cellar Haven Lane

City, State, Zip: Lottsburg, Va 22511

Name of Bank: Primis Bank

Routing number: 051409278

Account number: 11298212

The diagram shows a check with the following fields and labels:

- YOUR NAME:** 1234 Main Street, Anywhere, OH 00000
- DATE:** \_\_\_\_\_
- PAY TO THE ORDER OF:** \_\_\_\_\_
- \$:** \_\_\_\_\_
- DOLLARS:** \_\_\_\_\_
- ROUTING NUMBER:** 051409278 (labeled in orange)
- ACCOUNT NUMBER:** 11298212 (labeled in green)
- CHECK NUMBER:** 123 (labeled in blue)

### 2. For over-night delivery:

Complete address for delivery: \_\_\_\_\_

Signed: Victoria Johnson  
Victoria Johnson (Jul 12, 2023 09:59 EDT)

Date: Jul 12, 2023

# FACTS

## WHAT DOES GREAT BAY CAPITAL, INC. DO WITH YOUR PERSONAL INFORMATION?

### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Driver's License Information
- Medical Information and Insurance Claim History
- Medical Related Debt and Wire Transfer Instructions

### How?

All financial companies need to share **customer's** personal information to run their everyday business. In the section below, we list the reasons financial companies can share their **customer's** personal information; the reasons Great Bay Capital, Inc. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Great Bay Capital, Inc. share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

### To limit our sharing

- Call 843-342-6848 —our menu will prompt you through your choice(s) **or**
- Visit us online: [www.greatbaycapital.com/privacy](http://www.greatbaycapital.com/privacy)

**Please note:**

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

### Questions?

Call 843-342-6848 or go to [www.greatbaycapital.com/privacy](http://www.greatbaycapital.com/privacy)

## Who we are

Who is providing this notice?

Great Bay Capital, Inc.

## What we do

How does **Great Bay Capital, Inc.** protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does **Great Bay Capital, Inc.** collect my personal information?

We collect your personal information, for example, when you

- File an insurance claim or give us your contact information.
- Make a wire transfer or give us your wage statement.
- Show your driver's license.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Great Bay Capital, Inc. has no affiliates.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Great Bay Capital, Inc. does not share with non-affiliates so they can market to you.*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Great Bay Capital doesn't joint market.*

## Other important information

  
VJW

Jul 12, 2023