



PURCHASE AGREEMENT COVER SHEET

Via Dochub To:

Client Name: Will Smith

Client Email: willsmith1@gmail.com

Via E-Mail To:

Law Firm Name: Morgan & Morgan

Attorney Name: John Wayne

Law Firm Address: john@morgandandmorgan.com

From: Easy Injury Funding LLC

Pages:16 (Including Cover)

Re: Will Smith

Date of Loan: 07/09/2024

Case ID: 07112401

PLEASE EMAIL FUNDING@EASYINJURYFUNDING.COM OR TEXT (407) 205-2178 WITH ANY QUESTIONS

We greatly appreciate your assistance with the process. Please notify us if you wish to receive any future funding.

Easy Injury Funding LLC

2423 S Orange Avenue #338

Orlando, FL 32806

PLEASE EMAIL THE SIGNED DOCUMENTS TO FUNDING@EASYINJURYFUNDING.COM

(Please reference Case ID: 07112401 in your email).



PAYMENT INSTRUCTIONS

Client Name: Will Smith is Seller and Easy Injury Funding LLC is "Purchaser"

Date: 07/09/2024

Purchase Price to Seller: \$2500

Options to receive funding:

1. Zelle to a bank account that you have Verified accepts Zelle
2. E-Check – a check is sent to you via mail (2 Day Processing)
3. Bank Wire Transfer to a bank account that you have Verified accepts an ABA Wire Transfer

Handling Fee: A handling fee of \$0 will be added onto the final Purchase Ownership Amount at no out-of-pocket cost to you.

Returned Wire Fee: \$50.00 Returned Wire Fee for wrong account/routing numbers provided by seller.

Easy Injury Funding LLC
2423 S Orange Avenue #338
Orlando, FL 32806



Payment Transfer Options

Choose 1 Option

Option 1: Fastest

ZELLE to bank account in **AUTHORIZED NAME BELOW ONLY**. Zelle transfer is possible when Easy Injury Funding receives the signed (by you and your attorney) purchase agreement by 4:00 p.m. on the funding day. Easy Injury Funding is not responsible for any hold placed on the funds, or any additional fees charged by the receiving bank. Please call and verify that your account accepts Zelle transfers.

Your Name #: Will Smith

Your Phone #: 123456789

Your E-mail Address: willsmith1@gmail.com

Bank Name: _____

(Please Initial)

Option 2: 2 Day Processing Time

MAILED CHECK – You will receive a check to the address provided below.

Mailing Address: _____

Name on Check: _____

(Please Initial)



Option 3: Fast

BANK WIRE TRANSFER to bank account in **AUTHORIZED NAME BELOW ONLY**. Direct deposit wire transfer is possible when Easy Injury Funding receives the signed (by you and your attorney) purchase agreement by 4:00 p.m. on the funding day. Easy Injury Funding is not responsible for any hold placed on the funds, or any additional fees charged by the receiving bank. Please call and verify that your account accepts an ABA Wire Transfer.

Your Phone #: _____

Name Of Bank: _____

9 Digit ABA Routing #: _____

Account Number: _____

Account Holder Name: _____

(Please Initial)



Purchase Agreement

Purchase: Easy Injury Funding LLC

Seller: Will Smith

Purchase Price: \$2500

Easy Injury Funding LLC Ownership Amount

Advance Amount Due to Seller: \$2500

0-3 Months	\$2875
3-6 Months	\$3250
6-9 Months	\$3625
9 – 12 Months	\$4000

**** Increases by 15.00% of original principal every 90 days, non-compounded, capped at 36 months. ****

Fees Due At Payment

Administrative and Document Management Fee: \$0 (Per Funding)

For payoff amounts please email funding@easyinjuryfunding.com and reference your Case ID#.



SELLER EXPLICITLY AFFIRMS THAT THE LEGAL CLAIM REFERENCED HEREIN WAS BROUGHT IN GOOD FAITH, PREDATES THIS PURCHASE AGREEMENT, AND THAT NO PART OF THE PURCHASE PRICE WILL BE USED TO SUPPORT, DIRECT OR MAINTAIN THE LEGAL CLAIM OR ITS PROSECUTION.

IF SELLER COMPLIES WITH THIS PURCHASE AGREEMENT AND RECOVERS NOTHING FROM THE LEGAL CLAIM CITED BELOW, THEN PURCHASER SHALL RECEIVE NOTHING. SELLER IS NOT ENTITLED TO RECEIVE ANY PROCEEDS UNTIL PURCHASER HAS RECEIVED THE EASY INJURY FUNDING LLC OWNERSHIP AMOUNT.

SELLER: Will Smith

ADDRESS: 1234 Hollywood Ave
Hollywood, California 90210

I certify that I have read and agree to the statements above and the entire Purchase Agreement consisting of six (6) pages. I agree to be bound by the terms and conditions of this Purchase Agreement. This Agreement shall not be effective until the Purchase Price is paid to Seller.

Seller's Signature

Date:

Purchaser's Signature

Date:



SECTION 1. DEFINITIONS.

1.1 “Legal Claim” means (a) the pending legal action and/or lawsuit to obtain money or property in which the Seller is engaged as a result of injuries and/or damages arising out of a personal injury or other claim; (b) all applicable proceedings, proceedings on appeal or remand, enforcement, ancillary, parallel, or alternative dispute resolution proceedings and processes arising out of or relating to such case; (c) any other proceedings founded on the underlying facts giving rise to such case in which Seller is a party.

1.2 “Easy Injury Funding LLC Ownership Amount” is the amount Purchaser is to be paid out of the Proceeds and as determined as of the date Purchaser receives payment based on the Payment Schedule on Page 1 of this Purchase Agreement.

1.3 “Proceeds” means whatever you receive as a result of the legal claim, for example through a judgment. Arbitration or the like.

1.4 “Purchased Interest” means the right to receive a portion of the Proceeds equal to the Easy Injury Funding LLC Ownership Amount on the further terms and conditions provided for in this Purchase Agreement.

1.5 “Purchaser” means Easy Injury Funding LLC.

1.6 “Seller” means Will Smith

1.7 “Seller’s Attorney” means, collectively, John Wayne which is Seller’s attorney(s) in respect of the Legal Claim and any substitute, new or additional attorney representing Seller in the Legal Claim.

SECTION 2. SELLER’S STATEMENTS.

Seller states to Purchaser as follows:

2.1 Purchase and Sale. Seller sells and assigns, and the Purchaser buys and assumes, the Purchased Interest.

2.2 Title; Capacity. Seller believes the Legal Claim to be meritorious and filed in good faith. Seller is the plaintiff in the Legal Claim and has full right, title and interest in, to and under the Legal Claim and the Proceeds and has the capacity and authority to enter into this Purchase Agreement.

2.3 Information True, Complete and Correct. Seller warrants that all information provided to Purchaser is true complete and correct and that Seller has informed Purchaser of all actions, facts and



circumstances that materially affect or impair the Legal Claim.

SECTION 3. SELLER'S ACKNOWLEDGEMENTS.

Seller acknowledges the following:

3.1 Risk of Loss. This transaction involves a substantial economic risk and a bona fide risk of loss to Purchaser. The Easy Injury Funding LLC Ownership Amount has been negotiated to account for such risk.

3.2 No Attorney-Client Relationship; No Obligations with Respect to Legal Claim. Purchaser is not engaged in the practice of law and is not serving as Seller's attorney and does not assume or have any responsibility or obligation of any kind whatsoever to Seller or Seller's Attorney in connection with the Legal Claim.

3.3 No Previous Assignment. Seller has not sold, assigned, pledged, transferred, or encumbered any interest in the Legal Claim or the Proceeds. There are no pending or threatened claims, liens, or judgments against Seller or Seller's assets that would materially impair the value, priority or collectability of the Proceeds payable to Seller in connection with the Legal Claim or the amounts owed to Purchaser pursuant to this Purchase Agreement.

SECTION 4. PURCHASER'S ACKNOWLEDGEMENT.

Purchaser acknowledges the following:

4.1 Purchaser's Acknowledgment. Purchaser acknowledges and agrees that Purchaser shall have no right to and will not make any decisions with respect to the conduct of the Legal Claim or any settlement or resolution thereof and that the right to make such decisions remains solely with Seller and Seller's Attorney.

SECTION 5. SELLER'S AGREEMENTS.

Seller agrees as follows:

5.1 Treatment of Transaction. Seller agrees to treat and report the sale and purchase of the Purchased Interest as a sale transaction and not as a loan for all purposes (including tax purposes).

5.2 Treatment in Bankruptcy. If Seller commences or has commenced against it any case or other proceeding pursuant to any bankruptcy, insolvency or similar law prior to payment of the full Easy Injury Funding LLC Ownership Amount to Purchaser, Seller shall cause the Purchased Interest to be described as an asset of Purchaser (and not as a debt obligation of Seller) in any oral or written communications, including, without limitation, any schedule or other document filed in connection with such case or proceeding.



5.3 No Further Assignment. Seller shall not sell, assign, pledge, or transfer (whether voluntarily, by operation of law or otherwise) any interest in the Legal Claim or the Proceeds without the prior written consent of Purchaser, except for transfers by intestate due to Seller's death. In the event an interest in the Legal Claim or the Proceeds is transferred by intestate due to Seller's death, Seller's heirs, estate executors and personal representatives will be bound by this Purchase Agreement.

5.4 Prosecution of Claim and Facilitation of Payment. Seller intends to use its best efforts to prosecute the Legal Claim and to bring the Legal Claim to good faith settlement or final judgment and shall use its best efforts to enforce collection of all sums due under this purchase agreement including executing the release and disbursement sheet.

5.5 Substitution of Attorneys in the Legal Claim. If Seller determines to hire new or additional attorneys to represent Seller in the Legal Claim, Seller agrees that, prior to such hiring, Seller shall (a) provide Purchaser with written notice of such determination and (b) deliver a copy of the Irrevocable Letter of Direction to such new or additional attorney, (c) require such new or additional attorney to execute and deliver to Purchaser an Attorney Acknowledgement of the Irrevocable Letter of Direction. Any such new or additional attorney(s) shall be considered part of "Seller's Attorney in the Legal Claim" upon such hiring for all purposes of this Agreement.

5.6 Requests for Documents and Information. Seller shall provide and authorizes and directs Seller's Attorney to provide Purchaser with: (a) prompt written notice of any receipt by Seller or Seller's Attorney of Proceeds from the Legal Claim or documents evidencing any receipt of payments or promises to make payments on account of the Legal Claim; (b) copies of non-privileged materials including but not limited to pleadings, notices, orders, motions, briefs, other documents filed in the Legal Claim by any person or party; (c) copies of non-privileged documents relating to any other material development with respect to the Legal Claim or the Proceeds; and/or (d) verbal information regarding non-privileged matters.

SECTION 6. PAYMENT AND PRIORITY.

6.1 Priority Payment to Purchaser. Seller shall not be entitled to receive any Proceeds until Purchaser has received the Easy Injury Funding LLC Ownership Amount. If the Proceeds are insufficient to pay the Easy Injury Funding LLC Ownership Amount in full, Purchaser shall receive all of the Proceeds, subordinate to only attorneys' fees and costs and medical liens. If Seller complies with this purchase agreement and recovers nothing from the legal claim, then Purchaser shall receive nothing.

6.2 Mechanics and Timing of Payment. The Easy Injury Funding LLC Ownership Amount shall be paid to Purchaser by the Seller's Attorney in accordance with the Irrevocable Letter of Direction. Seller agrees not to have the Easy Injury Funding LLC Ownership amount paid to him. Should the Easy Injury Funding LLC Ownership Amount be paid to Seller, Seller is appointed as Purchaser's trustee with respect to said Easy Injury Funding LLC Ownership Amount, and Seller acknowledges and accepts the trust and that



Seller holds the Easy Injury Funding LLC Ownership amount in trust for Easy Injury Funding LLC. Seller then shall pay such amounts to Purchaser within ten days of receipt of the Proceeds in the Legal Claim by Seller. The Easy Injury Funding LLC Ownership Amount shall be determined as of the date it is received by Easy Injury Funding LLC. Seller waives any and all defenses with respect to the sale of the Purchased Interest and agrees not to avoid payment of any Proceeds that are payable to Purchaser. Purchaser reserves the right to assess an additional 1.5 percent (or the highest amount allowed by law, whichever is lower) per month late fee if the Easy Injury Funding LLC Ownership Amount is more than 10 days past due.

6.3 Risk of Loss. Purchaser and Seller acknowledge that the Purchased Interest may be worthless. Purchaser accepts the risk of loss with respect to the Purchased Interest.

SECTION 7. EVENT OF DEFAULT; SPECIFIC DEFAULT; RIGHT OF RESCISSION.

7.1 Event of Default. The breach by Seller of any of Seller's obligations under this Purchase Agreement shall constitute an "Event of Default" hereunder. In an Event of Default, Purchaser shall have all rights, powers, and remedies provided in the Purchase Agreement and as allowed by law or in equity.

7.2 Seller's Right of Rescission. CONSUMER'S RIGHT TO CANCELLATION: YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN FIVE (5) BUSINESS DAYS FROM THE DATE YOU RECEIVE THE PURCHASE PRICE FROM PURCHASER.

7.3 TO CANCEL THIS AGREEMENT, YOU MUST EITHER:

7.3.1 RETURN THE FULL AMOUNT OF THE PURCHASE PRICE TO PURCHASER BY DELIVERING THE UNCASHED CHECK TO PURCHASER IN PERSON WITHIN FIVE (5) BUSINESS DAYS;

OR

7.3.2 MAIL NOTICE OF CANCELLATION ALONG WITH THE FULL AMOUNT OF THE PURCHASE PRICE (EITHER BY RETURN OF PURCHASER'S UNCASHED CHECK, REGISTERED OR CERTIFIED CHECK, OR MONEY ORDER) BY INSURED, REGISTERED OR CERTIFIED U.S. MAIL, POSTMARKED ON OR WITHIN FIVE (5) BUSINESS DAYS OF RECEIVING THE PURCHASE PRICE, TO PURCHASER'S ADDRESS AS SET FORTH IN SECTION 8.2 BELOW.

SECTION 8. MISCELLANEOUS.

8.1 Survival of Representations. All of the representations, warranties, covenants and Purchase Agreements of the parties hereto contained in this Purchase Agreement or contained in any document furnished or to be furnished hereunder shall survive the date of this Purchase Agreement.



8.2 Notices. All notices and other communications given or made pursuant to this Purchase Agreement shall be in writing. All such notices or communications shall be deemed to have been given or made delivered personally or sent by registered or certified mail (postage prepaid, return receipt requested) or delivered by reputable overnight courier to the parties at the following addresses:

if to Purchaser, to:

Easy Injury Funding LLC
2423 S Orange Avenue #338
Orlando, FL 32806
Attn: Easy Injury Funding

and if to Seller, to the address set forth on the first page of this Purchase Agreement, or at such other addresses as either of the parties hereto shall have specified in writing to the other.

8.3 Financing Statements and Additional Documents. Seller irrevocably authorizes Purchaser at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto. Purchaser may indicate the following information in such financial statements and amendments: (a) that a portion of the proceeds that are derived from the Legal Claim are owned by Purchaser; and (b) any other information required, in Purchaser's discretion, by the Uniform Commercial Code in any relevant jurisdiction. Seller agrees to furnish any information reasonably requested by Purchaser to facilitate the objectives of this Section 8.3.

8.4 Release to Contact Third Parties. As part of this Purchase Agreement, it may be necessary to disclose information to third parties. Seller explicitly and irrevocably authorizes Purchaser to disclose any information to third parties as it deems appropriate to the extent permitted by law and also as referenced in the Easy Injury Funding LLC privacy policy. Seller releases Purchaser from any and all liability as a result of the release of any information.

8.5 Waiver. Any waiver by any party of its rights under this Purchase Agreement shall be in writing and signed by the party waiving such rights. The failure of either party to enforce, at any time, any of the provisions of this Purchase Agreement or any of the rights set forth in this Purchase Agreement, shall in no way be considered a waiver of such provisions, rights, or subsequent breaches thereof.

8.6 Governing Law and Forum. This Purchase Agreement, and all lawsuits, disputes, claims, or proceedings arising out of or relating to this Purchase Agreement or the relationships that result from this Purchase Agreement, shall be governed, construed and enforced in accordance with the laws of the State of Florida.

8.7 The Parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the Circuit Court of Orange County, Florida for any disputes, claims or other proceedings



arising out of or relating to this Purchase Agreement, or the relationships that result from this Purchase Agreement, and agree not to commence any such lawsuit, dispute, claim or other proceeding except in the Circuit Court of Orange County, Florida. The parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any lawsuit, dispute, claim or other proceeding arising out of or relating to this Purchase Agreement, or the relationships that result from this Purchase Agreement, in the Circuit Court of Orange County, Florida, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in the Circuit Court of Orange County, Florida that any such lawsuit, dispute, claim or other proceeding brought in the Circuit Court of Orange County, Florida has been brought in an inconvenient forum.

8.8 Each of the parties to the Contract further irrevocably consents to the service of process out of the Circuit Court of Orange County, Florida by mailing copies thereof by Registered or Certified United States mail, postage prepaid, to each of the parties of the Purchase Agreement at its address specified in this Contract.

Waiver of Jury Trial, Consolidation and Class Action; Costs.

9.1 THE PARTIES ALSO WAIVE ANY RIGHT TO CONSOLIDATE ANY PROCEEDING ON ANY LAWSUIT, DISPUTE, CLAIM, OR CONTROVERSY WITH ANY PROCEEDING ON ANY LAWSUITS, DISPUTES, CLAIMS, OR CONTROVERSIES INVOLVING ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT. THE PARTIES ALSO WAIVE ANY RIGHT TO HAVE HANDLED AS A CLASS ACTION ANY PROCEEDING ON ANY LAWSUIT, DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF THIS AGREEMENT, EXCEPT THIS PROVISION IS NOT INTENDED TO PREVENT A PARTY FROM PARTICIPATING IN AN ENFORCEMENT ACTION BROUGHT BY A GOVERNMENTAL AGENCY OR ENTITY.

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

9.3 Counterparts and Facsimile Signatures. This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same Purchase Agreement. This contract shall be deemed to have been executed in Orange County, Florida and shall only be in full force and effect upon the signing of the Contract by a duly authorized representative of Purchaser.

9.4 Assignment; Use of Information. Purchaser's rights and obligations under this Purchase Agreement may be assigned in its sole discretion without the consent of or notice to Seller. Seller's rights and obligations under this Purchase Agreement may not be assigned or transferred without the written consent of Purchaser, except for transfer by intestate due to Seller's death in which case Seller's heirs, estate executors and personal representatives will be bound by this Purchase Agreement. Seller agrees that Purchaser may share information that Purchaser obtained about Seller (whether from Seller or other person or entity) with potential assignees to whom Purchaser may assign its rights and



obligations under this Purchase Agreement, provided that: (i) such information is reasonably necessary to allow a potential assignee to make an informed decision whether to take assignment from Purchaser; and (ii) Purchaser enters into an appropriate confidentiality Purchase Agreement with any such potential assignee.

9.5 No Third-Party Beneficiaries; Successors and Assigns. Subject to the provisions of Section 8.9, (a) this Purchase Agreement is solely for the benefit of Purchaser and Seller; and (b) this Purchase Agreement shall be binding upon and inure to the benefit of the parties' successors, heirs, estates, executors, personal representatives and permitted assigns.

9.6 Severability. If any provision of this Purchase Agreement or the application of any such provision to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Purchase Agreement, or the application of such provision to such party or circumstances other than those to which it is so determined to be invalid or unenforceable, shall not be affected, and each provision of this Purchase Agreement shall be enforced to the fullest extent permitted by law. If any such court of competent jurisdiction declares that any term or provision of this Purchase Agreement is invalid or unenforceable, the parties hereto agree that such court shall have the power to modify the scope of such term or provision, to delete specific words or phrases, and to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable, and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Purchase Agreement shall be enforceable as so modified.

Legal Representation.

10. SELLER UNDERSTANDS AND ACKNOWLEDGES THAT: (A) PURCHASER HAS RECOMMENDED THAT SELLER ENGAGE AN ATTORNEY IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS PURCHASE AGREEMENT; AND (B) SELLER HAS BEEN REPRESENTED BY OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY AN ATTORNEY OF SELLER'S CHOOSING IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS PURCHASE AGREEMENT.

10.1 **Construction.** The parties intend that this Purchase Agreement be deemed to have been prepared by all of the parties and that no party shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law with respect to the construction of this Purchase Agreement.

***Seller agrees and permits Easy Injury Funding LLC, and/or any affiliates, including but not limited to Injury Pharmacy Solutions LLC, to remarket other advance funding products relating to Seller's Legal Claim

(Please Initial)



IRREVOCABLE LETTER OF DIRECTION

Be advised that I have sold and assigned a portion of the proceeds of my legal claim equal to the Easy Injury Funding LLC Ownership Amount to Easy Injury Funding LLC. I, Will Smith hereby irrevocably direct John Wayne or any subsequent attorney(s) and law firms that may represent me, to tender the Easy Injury Funding LLC Ownership Amount to Easy Injury Funding LLC pursuant to this assignment from any and all of the proceeds due to me from the legal claim(s)/case(s) in which you represent me, after payment of any and all legal fees and reimbursable legal costs before releasing any funds to me. If any dispute arises over the amount owed Easy Injury Funding LLC, I instruct you NOT to release any funds to me until that dispute is resolved. If a check is sent in my name, I hereby grant you a limited, irrevocable power of attorney to endorse and deposit my check into your trust account and pay to Easy Injury Funding LLC, its Ownership Amount, before releasing any funds to me. I also state that I do not have any significant outstanding child support obligations. I understand that any such significant outstanding child support obligation may delay or prevent my funding.

(Please Initial)

I have read the Purchase Agreement and fully understand my obligations. I understand that Easy Injury Funding LLC has relied on this Irrevocable Letter of Direction to fund the Purchase Agreement, that the purchase price is \$2500, and that the Easy Injury Funding LLC Ownership Amount will increase based on a multiple of the purchase price and the date Easy Injury Funding LLC receives payment per the Purchase Agreement. In the event that you no longer represent me, I instruct you to provide Easy Injury Funding LLC with any insurance, attorney or other information requested that will allow it to protect its interest and to follow my irrevocable instructions. This letter may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute an agreement. By signing the acknowledgement below, you acknowledge that this letter is from me and that you will comply with this Irrevocable Letter of Direction.

(Client Signature)

(Date)



ATTORNEY'S CERTIFICATION

RE: Will Smith

Pursuant to the ethical guidelines governing attorneys in the State of Florida, an attorney may not be involved in a financing arrangement which requires the attorney to act as a trustee for the benefit of the company providing the financing to the attorney's client. The guidelines prohibit the attorney from, among other things, co-signing or guaranteeing client's loan obligation, or rendering an opinion respecting the value or likelihood of success of a client's case as an inducement for a financing company to advance a loan.

The attorney, however, is permitted to provide factual information to a finance company; as long as the client consents to the release of such information and waives the attorney client privilege with respect to such information. The attorney is also permitted, with the client's consent, to comply with a client's assignment of a portion of the recovery of the client's case to a financing company and disbursement of funds held by the attorney in connection with such assignment.

Rule 5.1.1(e), of the Rules regulating the Florida Bar identifies an attorney's obligations with respect to funds or other property in which a client or third person has an interest, it reads as follows:

(c) Notice of Receipt of Trust Funds; Delivery; Accounting.

Upon receiving funds Or Other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person. Except as stated in this rule or otherwise permitted by law or by agreement with the client, a lawyer shall promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full a counting regarding such property,

Rule 5-1.2, Rules Regulating the Florida Bar, is also instructive;

Third parties, such as client's creditors, may have just claims against funds or other property in the lawyer' custody. A lawyer may have a duty under applicable law to protect such third-party claims against wrongful interference by the client and, accordingly, may refuse to surrender the property to the client. However, a lawyer should not unilaterally assume to arbitrate a dispute between the client and the third party and where appropriate, the lawyer should consider the possibility of depositing the property or funds dispute into the registry of the applicable court so that the matter may be adjudicated (emphasis added).



I hereby acknowledge receipt of an Agreement between my client, Will Smith and Easy Injury Funding LLC. A copy of this Agreement will be maintained in the Will Smith file. John Wayne will perform any and all tasks in accordance with the Rules Regulating of The Florida Bar in regard to funding companies and property belonging to a third party as noted above. **This is not a letter of protection**

(Attorney Signature)

(Date)

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