

IN THE SUPREME COURT OF OHIO

CORE FUNDING GROUP, LLC,

Appellee,

vs.

DIANA McDONALD etc., et al.,

Appellants.

* Supreme Court Case No. 2006-0927

* On Appeal from the
* Lucas County Court of Appeals,
* Sixth Appellate District

* Court of Appeals
* Case No. L-05-1291

*

SUPPLEMENT TO MERIT BRIEF OF APPELLEE
CORE FUNDING GROUP, LLC

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IN THE COURT OF COMMON PLEAS
LUCAS COUNTY, OHIO

CORE FUNDING GROUP, LLC, :
Plaintiff, :
vs. : No. CI-2000-03701
JUDGE MCDONALD

DIANA McDONALD for the LAW OFFICES :
of DIANA McDONALD, PC., and DIANA :
McDONALD, Individually, :
and WILLIS GARY and GARY, WILLIAMS, :
PARENTI, FINNEY, LEWIS, McMANUS :
& WATSON, :
Defendants. :

DEPOSITION of: THOMAS EMMICK
DATE OF DEPOSITION: Tuesday, July 27, 2004
TIME: 4:13 p.m.
PLACE OF DEPOSITION: Brady, Coyle & Schmidt, LLP
4052 Holland-Sylvania Road
Toledo, Ohio 43623
REPORTER: LORI L. UDOWSKI

CLASSIC REPORTING SERVICE
405 Madison Avenue
Suite 1450
Toledo, Ohio 43604
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APPEARANCES:

ON BEHALF OF THE PLAINTIFFS:
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4052 Holland-Sylvania Road
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By: JACK J. BRADY

ON BEHALF OF THE DEFENDANT DIANA McDONALD:
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One SeaGate, 24th Floor
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419-241-6000
By: MATTHEW D. HARPER

ALSO PRESENT: Diana McDonald

S-T-I-P-U-L-A-T-I-O-N-S

It is stipulated by and between counsel for the respective parties that the deposition of THOMAS EMMICK, a Plaintiff herein, called by the Defendants as upon cross-examination, under the Ohio Rules of Civil Procedure, may be taken at this time and reduced to writing in stenotype by the Notary, whose notes may be thereafter transcribed out of the presence of the witness; and that proof of the official character and qualification of the Notary is waived.

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THOMAS EMMICK

being of lawful age, was by me first duly sworn or affirmed to tell the truth, the whole truth, and nothing but the truth, as hereinafter certified, was examined and said as follows:

Tuesday Afternoon Session
July 27, 2004
4:13 p.m.

MR. HARPER: Regarding the deposition of Mr. Emmick, obviously today went much longer than Mr. Brady, than anybody planned. We were late getting started. Mr. Emmick is here. I understand we're going to start, I also understand that the court reporter has to leave at about 5:30 for family obligations, that is what it is. I'm going to make an effort to do what I need to do today, but if that doesn't happen I don't want to have to, I mean with all due respect, I don't want to have to trace Mr. Emmick down or travel to Texas. The depositions were to take place today. Obviously I would stay as late as I could, but I'm not going to make

1 A In-house.
 2 Q Was he general counsel? In-house counsel,
 3 general counsel, same thing.
 4 A Same thing.
 5 Q And you disapproved of the manner in which he
 6 provided those documents?
 7 A I never said that.
 8 Q I'm asking whether you did, I'm not asking
 9 whether you said that.
 10 A No, not at all.
 11 Q And you say the last time you talked to him was
 12 when you reached this mutual understanding?
 13 A Right, it's been several years.
 14 Q And was that when you were in Houston or when
 15 that was, the business was elsewhere?
 16 A When the business was here in Toledo.
 17 Q Was Mr. Maier a Toledo native?
 18 A I'm not quite sure.
 19 Q Do you know what he did prior to working for the
 20 LLC?
 21 A Ever since he passed the bar he's been an
 22 attorney, I think.
 23 Q How old is Mr. Maier roughly?
 24 A I would say he's in his early sixties.
 25 Q Who's George Green?

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1 A Current in-house counsel.
 2 Q How long -- is he employed by the LLC or the LP?
 3 A The LP.
 4 Q Does he also serve as the general counsel for the
 5 LLC?
 6 A No, he does not.
 7 Q Does the LLC have a general counsel?
 8 A I'm not sure.
 9 Q How long has Mr. Green been employed by the LP?
 10 A Two years.
 11 Q And prior to that did he work for the LLC or did
 12 he never work for the LLC?
 13 A No, he never did.
 14 Q Juan Martinez is he an employee of the LLC?
 15 A No, he had been, when the business was here in
 16 Toledo, he was a loan officer trainee. He chose not to move
 17 to Houston.
 18 Q When was the last time you talked to
 19 Mr. Martinez?
 20 A It's been a couple years.
 21 Q Was it before or after the business had moved to
 22 Houston?
 23 A What?
 24 Q That you had talked to him the last time.
 25 A I would say it was shortly after we moved to

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1 Houston.
 2 Q Do you know where he's located?
 3 A No, I do not. I think he moved somewhere to,
 4 somewhere in Cleveland, I think.
 5 Q Going back to something we talked about, as I
 6 understand it the LLC had been in the business of buying
 7 legal fees.
 8 A Right. We wanted to separate the activities of
 9 the LLC and the LLP at one time.
 10 Q It's an LLP?
 11 A The LLC while in Toledo had been both buying
 12 structured settlements and we were also providing financing
 13 and factor to law firms. We were advised to separate the
 14 activities into two separate companies.
 15 Q Who advised you of that?
 16 A Counsel.
 17 Q In-house counsel or --
 18 A Outside.
 19 Q Was that Mr. Brady?
 20 A No.
 21 Q Was it anybody in Mr. Brady's firm?
 22 A No.
 23 Q Was it another firm in Toledo?
 24 A No.
 25 Q It was a firm elsewhere?

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1 A We've consulted with firms nationwide.
 2 Q What firm gave you that advice?
 3 A I can't really recall.
 4 Q Do you remember a name?
 5 A We visited with many, many firms involved in
 6 advising factoring companies, banks, finance companies. No
 7 I cannot.
 8 Q In any event, until the, and I want to be clear
 9 on the record, is it Core Funding Group LP or LLP?
 10 A LP.
 11 Q You said LLP, I wanted to make sure.
 12 A I think I said LP.
 13 Q No, you didn't.
 14 A All right.
 15 Q So, we're talking about an LLC and an LP?
 16 A That's correct.
 17 Q Until the LP was formed the LLC did this business
 18 of buying legal fees?
 19 A Let me correct that statement. We don't
 20 necessarily, we buy receivables, we provide financing and
 21 factoring services to law firms. Okay. We provide private
 22 banking services to law firms. Sometimes the business that
 23 we do with law firms would be structured as loans. There
 24 are times when law firms come to us looking for trial
 25 expenses when we're not making any kind of a purchase, we're

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giving them an all out loan. I want to differentiate that from the factoring side of our business where an attorney would come to us and say he has a full and final settlement that is going to take 90 to 120 days to settle or to pay out and he wants to get an advance.

Q Okay.

A Two sides to our business, we're either lending or purchasing on the legal side which has nothing to do with what we do on the structured settlement side.

Q All I'm asking is about the purchasing side and we've been talking about that. The LLC, again, prior to this period of time that the LP was formed the LLC part of its business was buying, purchasing legal fees?

A In some cases, yes.

Q Okay. Now, and as I understand it the basic idea is that the, that the LLC would buy the anticipated fee at something less than its full value. For example, the lawyer would say I expect \$150,000 fee, I'll sell you the \$150,000 fee and you would pay say \$125,000 for that today to get the \$150,000 say a year from now?

A We could possibly structure it that way.

Q I understand, just an example, just an example. But that's a way that that purchase could be accomplished and that was a way that the LLC did do those purchases, might not have been the only business, but that was

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A There's an application that's sent, and then based on that application we will tell the applicant exactly what we're looking for to complete our due diligence file. But basically what we're doing is we're going to evaluate the individual, the character of the individual and we're going to evaluate the law firm.

Q And who is the we?

A Myself, loan officers, accountants.

Q Does the, did the LLC employ in addition to yourself --

A Yes.

Q Let me finish my question. Again, did the LLC employ in addition to yourself loan officers and accountants?

A Yes, yes.

Q In-house?

A Yes.

Q And did you, did the LLC have a due diligence committee or due diligence particular staff that did all these things?

A Well, the loan officer would be responsible for gathering in all the information at that point in time, then we would all, those responsible for making a final decision would meet, we would go over new loan applications and decide whether we would approve them or not.

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something that it did?

A Because of our size we structure transactions in many different ways so there was no, quote, precise way to do a particular transaction. So, there are times we use purchase documents, there are times we use loan documents, there are times we use factoring documents depending upon a lot of things.

Q Okay.

A We really look at the collateral that a law firm brings to the table, we decide at that time how we're going to structure the loan or financing.

Q What was the, would you call that underwriting, would that be a fair?

A We call it due diligence, the same as you do.

Q Due diligence action, okay. When the LLC was doing this part of the business what was the due diligence protocol that the LLC employed?

A In what? Give me a circumstance.

Q My questions are all going to be about this purchasing of fees. I'm not going to ask, I don't care about the structured settlement or any of these.

A All right.

Q I'm talking about the purchasing of fees.

A There's an application that was sent.

Q Okay. Well, just go ahead.

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Q And who would be the people that would be responsible for that final decision?

A Myself and other members.

Q Okay. Well, was it always the same other members or did it vary from loan application to loan --

A It's been the same.

Q Who were those?

A Again, they are private individuals who I requested.

Q I want to know who they are.

A I can't provide you with that information.

Q Well, you're going to.

A I'm afraid we're not.

Q Well, you will.

A Well, we structured our organization in a way where we are reserving the right to be a private company.

Q You filed a lawsuit and I'm entitled to know who was going through this due diligence process because it is pertinent to the issues.

A Myself and the loan officer then. I'll go on record then as making that statement.

Q You'll make up the testimony to fit your desire not to tell me who these people are?

MR. BRADY: Objection.

A Let's say Diana McDonald's case.

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at her prior track record she didn't have any significant earnings in prior years.

Q Sure. Just like a bank won't loan money to somebody who didn't have a record of being able to, you know, meet the obligation, you were looking to the specific fee that was out there?

A It was the fee.

Q You being the LLC?

A It was the fee and Willie Gary's credibility and not Diana McDonald.

Q Willie Gary's credibility is why the LLC, bear with me while I find it, required Mr. Gary to sign the document that had been marked as Plaintiff's Exhibit 19?

A That's correct.

Q Is that right?

A That's correct. This is an acknowledgement of assignment, it's not an assignment.

Q Well, excuse me. On the second page the next to last paragraph, if you would read that and then I have got another piece that we'll turn to that I want to ask you questions about the two taken together.

A "It is the intent of this document to absolutely, unconditionally and irrevocably transfer and assign to Core Funding Group, LLC, all of the Firm's right, title and interest to receive from the above-referenced case to the

above-described Value Jet case detailed herein. We have changed our records to reflect the payee and mailing address for said Purchased Fees to: Core Funding Group, LLC, 5515 Southwyck Boulevard, Suite 202, Toledo, Ohio 43614, signed Willie Gary.

Q Okay. Now, I'll take that back. Thanks. Would you agree with me that the desired outcome of having, of sending this letter to Mr. Gary and having him sign that acknowledgement of assignment would be that when fees came in on the referenced case, that is this McClain case, that he would make payment up to the amount owed to Core by McDonald, the McDonald PC firm directly to the Core Funding Group, LLC?

A That was the intention on that first note, yes.

Q Right, just talking about this one. And that that was what was supposed to happen, Mr. Gary's firm was supposed to back monies out to Core pay that were owed to Core and then if there was anything left that would go to Ms. McDonald, is that your understanding of how the transaction should have worked, the first transaction?

A Correct. Keeping in mind that there was a follow up transaction to that.

Q And I'll, I will ask some, I'll ask you some questions about that again. I'm just talking about the first one.

extent of the Purchased Fees (i.e. the first \$124,000 in attorney fees payable to the McDonald, PC Firm. Thus, Core is hereby requesting that, upon your receipt of this Assignment, you change your records to reflect the Payee for the Purchased Fees to: Core Funding Group, LLC, 5515 Southwyck Boulevard, Suite 202, Toledo, Ohio 43614. In the event that Core receives the amount of the purchased Fees from the McDonald, PC Firm prior to your settlement of the within referenced case, Core will notify you and execute a release reflecting same.

Q Okay. Now, let me, I'm sorry. Is that the end of that paragraph?

A No -- yes, that's the end of the paragraph.

Q Now, let me, that's what that paragraph says?

A Well, the last paragraph is directing Willie Gary, please execute and return.

Q Let me turn to that. I want to ask you about, ask you to read the section two on the last page that's titled acknowledgement of assignment.

A We have received your letter of direction dated, no date entered, which evidences an Assignment of all the McDonald PC Firm's right, title and interest in and to the Purchased Fees in the amount of \$124,000.00 (i.e. the first \$124,000 in attorney fees payable to McDonald PC Firm) due and payable to the McDonald PC Firm on account of the

A The first note.

Q Based on this.

A The first note, the first \$124,000 Willie Gary unconditionally guaranteed that we would have a first and unsubordinated lien position on those fees.

Q And certainly it would not be your understanding that you needed to, that anybody needed to do anything else to cause that to be in effect? In other words, it was documented, Mr. Gary had signed it on behalf of his firm, you expected it to happen?

A We had our doubts.

Q When did you have those doubts?

A The purported very close relationship between Diana McDonald and Willie Gary seemed to go, seemed to split. Initially when Diana had contacted us we were lead to believe this was a very tongue in cheek type of relationship, she had been very close with Willie for a long time. Then later as we tried to get more information on the case it was like the word we heard from Diana was that there weren't any updates coming from Willie, it was harder and harder to get more information regarding the case and the disposition from Diana to the point where she would get upset when we would call and then eventually it came out that, okay, there's a rift in the relationship. At that point, and I can't pinpoint when it was, but then I knew we

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IN THE COURT OF COMMON PLEAS
LUCAS COUNTY, OHIO

CORE FUNDING GROUP, LLC, :
Plaintiff, :
vs. : No. CI-2000-03701
: JUDGE McDONALD
DIANA McDONALD for the LAW OFFICES :
of DIANA McDONALD, PC., and DIANA :
McDONALD, Individually, :
and WILLIS GARY and GARY, WILLIAMS, :
PARENTI, FINNEY, LEWIS, McMANUS :
& WATSON, :
Defendants. :

DEPOSITION of: THOMAS EMMICK
DATE OF DEPOSITION: Wednesday, July 28, 2004
TIME: 1:54 p.m.
PLACE OF DEPOSITION: Brady, Coyle & Schmidt, LLP
4052 Holland-Sylvania Road
Toledo, Ohio 43623
REPORTER: LORI L. UDOWSKI

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ON BEHALF OF THE PLAINTIFFS:
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4052 Holland-Sylvania Road
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419-241-6000
By: MATTHEW D. HARPER
ALSO PRESENT: Diana McDonald

S-T-I-P-U-L-A-T-I-O-N-S
It is stipulated by and between counsel for the respective parties that the deposition of THOMAS EMMICK, a Plaintiff herein, called by the Defendants as upon cross-examination, under the Ohio Rules of Civil Procedure, may be taken at this time and reduced to writing in stenotype by the Notary, whose notes may be thereafter transcribed out of the presence of the witness; and that proof of the official character and qualification of the Notary is waived.

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EXHIBITS:
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THOMAS EMMICK

being of lawful age, was by me first duly sworn or affirmed to tell the truth, the whole truth, and nothing but the truth, as hereinafter certified, was examined and said as follows:
Wednesday Afternoon Session
July 28, 2004
1:54 p.m.

MR. HARPER: Okay. We're continuing the deposition of Mr. Emmick from yesterday.

CONTINUED CROSS-EXAMINATION
BY MR. HARPER:
Q Mr. Emmick, good afternoon.
A Good afternoon.
Q I want to make sure that you understand you are still under oath just as yesterday.
A I do.
Q We were rushed a little bit yesterday so there are a couple of things I wanted to come back to briefly in some of your background. You had told me that you were a graduate of St. Francis High School here in Toledo from

1 due diligence process that is referenced in Exhibit G?
 2 A What documents are referenced in Exhibit G?
 3 Q If you look at the -- here, may I?
 4 A Wait.
 5 Q There's a due diligence process and I believe you
 6 testified that as part of that process --
 7 A Right.
 8 Q -- Core would try to get certain documents.
 9 A You went from income to talking about income tax
 10 returns to the due diligence that he would request, again,
 11 would be copies of, copies of pleadings, of settlement
 12 offers, of, we always ask where cases are procedurally, we
 13 want to see evidence of that, things pertaining to the case,
 14 to the primary case as used as security.
 15 Q Okay.
 16 A Most of the attorneys we use would be involved in
 17 evaluating the collateral, the cases used as security.
 18 Q And you said that, you were talking, I think,
 19 about the primary case or cases that were used as security?
 20 A Well, correct, yes.
 21 Q And is it, am I right that in the type of
 22 transaction as the one at issue here, the two transactions
 23 at issue here involving Diana McDonald, PC, that those were
 24 predicated on a one or more principal cases that provided
 25 the basis for the transaction, is that correct?

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1 A The case that was the basis was the Value Jet
 2 case and Willie Gary signing off.
 3 Q I'm not talking about that one specifically, I'm
 4 saying in general in the type of transaction that Core
 5 Funding Group LLC entered into with Diana McDonald, in that
 6 type of transaction there was a principal case that formed
 7 the basis for the transaction?
 8 A Primarily we're talking about the Value Jet case,
 9 that was our key case in inventory.
 10 Q That was the case, in that type of arrangement
 11 with any lawyer if Core Funding Group LLC were purchasing
 12 fees it would be looking at a specific case?
 13 A No.
 14 Q So, sometimes it did, sometimes it didn't?
 15 A Well, no, it never did. That's champerty, as you
 16 know.
 17 Q Just in this case is it, is only time it did
 18 that?
 19 A We look at the entire inventory of cases. We can
 20 obviously tell which ones were stronger than the others. We
 21 were counting on her paying us from the Value Jet case. The
 22 McGhee case she brought to the table, she knew what the odds
 23 were of succeeding in that case. There was a long shot.
 24 She didn't have a big inventory.
 25 Q So, it was the Value Jet cases that were the

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1 Incentive for Core Funding Group LLC?
 2 A That was the incentive. We don't finance or
 3 offer to finance a particular case.
 4 Q Okay. The, and you, I believe you just said, I
 5 think you said yesterday that Core Funding Group LLC was
 6 also induced to enter into this transaction by the
 7 acknowledgement by Mr. Gary of the assignment and his
 8 representations regarding the value of the case?
 9 A Absolutely.
 10 Q And am I correct that that was because Mr. Gary
 11 had prior experience in the other Value Jet cases?
 12 A Willie Gary had acquired, you know, years of
 13 experience as an aviation expert, I mean, so I mean we knew
 14 of Willie Gary, his reputation. We do business all over the
 15 United States, we know of Willie Gary and, right, that
 16 brought credibility to her transaction.
 17 Q Okay. And am I right that you had, that you and
 18 Ms. McDonald and Mr. Gary actually had a three-way telephone
 19 conference before the first transaction --
 20 A That's correct, that's correct.
 21 Q -- to discuss the value of the cases?
 22 A Not --
 23 Q Of the Value Jet cases.
 24 A Not necessarily, the value of the cases wasn't
 25 really as, I don't know if that might have been, that might

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1 have been brought up. I knew from my past experience and
 2 being involved in aviation cases the value of these types of
 3 cases especially with the punitives the way they were in
 4 this case. So, it was really more a deal of, a matter of
 5 whether Willie Gary would acknowledge the assignment and
 6 agree we had, because we didn't have a working relationship
 7 or prior working relationship with Diana McDonald, we
 8 couldn't trust or we didn't want to trust that she would
 9 turn over the funds to us. If Gary had not acknowledged the
 10 assignment then we would not have done it simply because of
 11 the lack of business relationship between the two of us.
 12 Q You wouldn't have. Well, fair enough. And
 13 certainly, I mean you certainly felt it was reasonable to
 14 rely on what Mr. Gary was telling you and his
 15 acknowledgement of that assignment?
 16 A I would certainly say that his, in light of his
 17 reputation that if Willie Gary guaranteed he would
 18 acknowledge it, then we would take that at face value.
 19 Q Okay. And, in fact, Core Funding Group LLC did
 20 and went ahead with the transaction as a result of that?
 21 A Sure.
 22 Q Now, the second transaction was structured
 23 identical to the first transaction, is that correct?
 24 A That's correct.
 25 Q I'm just going to try to simplify this because I

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1 really don't need to go through all the paper, let me make a
 2 couple definitions on the record, if that's okay.
 3 A Sure.
 4 Q When I say the first transaction I'm talking
 5 about the --
 6 A April 29th.
 7 Q -- April 29, 1999 transaction, fair enough?
 8 A Right, right.
 9 Q When I talk about the second transaction I'm
 10 talking about the August 20, 1999 transaction.
 11 A That's correct.
 12 Q Just so we know what we're saying. The second
 13 transaction was structured identical to the first?
 14 A It was.
 15 Q Had the same documentation and was based on the
 16 same purchase of fees by Core Funding Group LLC from out of
 17 the Value Jet case, correct?
 18 A I think they were identical with a couple
 19 changes. I think that there was an additional case, I think
 20 Diana had acquired, who was the other, there was another
 21 case, there was another case, I think she obtained another
 22 client and there was another client put on the --
 23 Q Would that have been Miss Ferguson, does that
 24 ring a bell?
 25 A I know there were a few.

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1 whatever it was. I agreed to give her 75 percent and say
 2 look, here is \$75,000, you get the money when and if, or
 3 when you get the acknowledgement signed by Willie Gary then
 4 I'll give you the other \$25,000. That's exactly, so when we
 5 entered that transaction I had no reason to believe that the
 6 acknowledgement would not be signed.
 7 Q Okay. But --
 8 A Nor did she give us any indication that it
 9 wouldn't.
 10 Q Okay.
 11 MR. BRADY: Matt, I want to make
 12 one statement for the record. You had
 13 indicated that the notes were identical, in
 14 fact, the interest rates are different.
 15 MR. HARPER: Let me, I'm not
 16 trying to say the documents are identical,
 17 what I was trying to say simply was the
 18 transaction, same structure of transaction.
 19 I understand each one has its own documents,
 20 I'm not trying to swap terms or anything like
 21 that.
 22 Q The only point, Mr. Emmick --
 23 MR. HARPER: I appreciate your
 24 clarification.
 25 Q -- the final \$25,000 was contingent on Mr. Gary

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1 Q Okay. But it was the same sort of transaction?
 2 A That's correct.
 3 Q Okay. And it was contemplated, was it not, to be
 4 a \$100,000 transaction?
 5 A It was.
 6 Q And actually Core Funding Group LLC advanced only
 7 \$75,000, correct?
 8 A That's correct.
 9 Q As I understand it, the reason that Core Funding
 10 Group would not advance the remaining \$25,000 was because
 11 Mr. Gary would not execute the acknowledgement or the form
 12 of acknowledgement that he had executed on the previous
 13 first transaction, is that correct?
 14 A No, that's not correct.
 15 Q Oh, I'm sorry. Go ahead tell me why the final
 16 \$25,000 was not advanced.
 17 A Well, prior to the second transaction Diana never
 18 indicated to us that Willie wasn't going to sign it, so we
 19 were assuming that he was. It took, it took forever and a
 20 day to get Willie Gary to acknowledge the first assignment.
 21 As I recall Diana, again, was in a hurry for the money. I
 22 didn't want to give it to her, reluctantly I did after I
 23 don't know how much time lapsed. But there was some type of
 24 urgency on her part, and I'm trying to recall exactly what
 25 that was, whether she owed money, she had to pay someone or

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1 signing that acknowledgement?
 2 A Right. Again, we wanted her to be somewhat
 3 motivated to get it signed because there was always an
 4 excuse in the first transaction. So, this time it was okay,
 5 we're going to hold back \$25,000. She agreed to it and
 6 afterward we constantly, we kept on calling her to try to
 7 see where it was and it never came.
 8 Q Okay. And so, the end of the day only \$75,000
 9 was advanced on the second transaction?
 10 A That's correct.
 11 Q The \$25,000, the last \$25,000 was never advanced
 12 to Diana McDonald or Diana McDonald, PC, correct?
 13 A That's correct.
 14 Q Now, I'm going to hand you what was marked
 15 yesterday -- well, excuse me. Mr. Emmick, I'll hand you
 16 what was marked yesterday as Plaintiff's Exhibit 41. And
 17 would you take a look at that and let me know when you're
 18 finished.
 19 You can keep it in front of you. Have you had an
 20 opportunity to review it?
 21 A I have read it, yes.
 22 Q And it is a letter from you to Diana McDonald, PC
 23 dated June 23, 2000?
 24 A Right.
 25 Q Also includes the fax cover sheet to Diana

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1 A I think that was one of several that we sent to
 2 her.
 3 Q Does it appear to be a true and correct copy of
 4 that letter from Core Funding Group LLC's files?
 5 A I can't, I can't assume that there was any other,
 6 that that's been altered, sure.
 7 Q Does it that appear to be Mr. Maier's signature?
 8 A It would appear to be a signature.
 9 Q I'm sorry, I didn't hear.
 10 A It would appear to be his signature, I'm not
 11 sure.
 12 Q Okay. Okay. I am aware of a suit pending in
 13 Lucas County against Core Funding Group LLC brought by
 14 Tamitran, not asking any questions about it, excluding that
 15 case has Core Funding Group LLC ever been sued by any other
 16 individuals to whom it advanced monies?
 17 A It's possible.
 18 Q Do you have any recollection?
 19 A Again, we've been in business for a long time.
 20 Q Let me be, I want to make sure I'm clear. I'm
 21 not talking about suits that Core Funding Group LLC might
 22 have brought against individuals, but suits brought against
 23 Core Funding Group LLC, initiated against Core Funding Group
 24 LLC by people who had received monies from it.
 25 A No, no, no, I don't think so.

1 Q You don't remember any?
 2 A No. I could be wrong, but I don't recall any.
 3 It's very unusual.
 4 Q Okay.
 5 A You don't usually sue a lender.
 6 Q Okay. Are there any states in which Core Funding
 7 Group LLC does no business whatsoever or does Core Funding
 8 Group LLC do business in all of the 50 states?
 9 A It would be hard for me to respond to.
 10 Q You don't know?
 11 A No.
 12 Q Are you aware of any states in which Core Funding
 13 Group LLC for whatever reason is not able to do business,
 14 either not registered there or for whatever reason can't do
 15 any business in that state?
 16 A No, I'm not sure.
 17 MR. HARPER: I have no further
 18 questions at this time. Thank you.
 19 MR. BRADY: Tom, you have an
 20 opportunity, if you wish, to review the
 21 transcript before it's in its final form or
 22 you can waive your signature and it will be
 23 just prepared.
 24 THE WITNESS: Are you going to ask
 25 for a copy of the transcript?

1 MR. BRADY: We're going to get a
 2 copy, but that will be after it's prepared.
 3 If you want to read it before, then you need
 4 to reserve your signature.
 5 THE WITNESS: What would you
 6 suggest?
 7 MR. BRADY: I don't have any
 8 problem waiving. We'll waive.
 9 * * * * *
 10 Whereupon, the deposition was concluded
 11 at 3:35 p.m.
 12 * * * * *
 13
 14
 15 (Signature Waived.)
 16 THOMAS EMMICK
 17 * * * * *
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1 STATE OF OHIO :
 2 COUNTY OF LUCAS : C-E-R-T-I-F-I-C-A-T-E
 3
 4 I, LORI L. UDOWSKI, Notary Public in and for
 5 the State of Ohio, duly commissioned and qualified,
 6 do hereby certify that the within named THOMAS
 7 EMMICK, was by me first duly sworn and/or affirmed to
 8 testify to the truth, the whole truth and nothing but
 9 the truth in the cause aforesaid; that the testimony
 10 then given by him was by me reduced to stenotype in
 11 the presence of said witness, afterwards transcribed
 12 upon a computer, that the foregoing is a true and
 13 correct transcript of the testimony so given by him
 14 as aforesaid; and that this deposition was completed
 15 without adjournment.
 16 I do further certify that the signature of
 17 the said witness to the transcript of his deposition
 18 was waived by the witness and counsel for the
 19 respective parties.
 20 I do further certify that I am not a
 21 relative, employee or counsel of any of the parties
 22 hereto, and further that I am not a relative or
 23 employee of any attorney or counsel employed by the
 24 parties hereto, or financially interested in the
 25 action.

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I do further certify that I am not, nor is
the court reporting firm with which I am affiliated,
under a contract as defined in Civil Rule 28 (D).

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed my seal of office at Toledo, Ohio,
on this 19th day of August, 2004.

LORI L. UDOWSKI
Notary Public in and for the
STATE OF OHIO

My Commission Expires: January 29, 2007.

14 A A little over six years.

15 Q Would you give me a brief statement of your
16 educational background?

17 A I went to high school in Kingston, Jamaica; went
18 to undergraduate school at Georgia State University in
19 Atlanta, majored in political science and French; went to
20 graduate school at Georgia State University, completed all
21 my course work for a Master's in Public Administration, did
22 not complete my thesis; started law school the same year,
23 upon completion of all my course work for the Master's in
24 Public Administration went to law school at Georgia State
25 University and graduated in 1984.

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1 Q When did you graduate with your Bachelor's from
2 Georgia State?

3 A I think it was 1979, I'm not sure.

4 Q And when did you graduate from high school in
5 Kingston, Jamaica?

6 A May have been 1971 the way our high school system
7 is.

8 Q Are you an American citizen?

9 A Yes.

10 Q Were you born here in the United States?

11 A No.

12 Q When did you become naturalized?

13 A I can't remember, sometime between ten and
14 fifteen years ago, maybe fifteen years ago, I can't
15 remember.

16 Q Was that in Atlanta?

17 A Yes.

18 Q Do you retain your citizenship in Jamaica?

19 A Yes.

20 Q would you give me a brief statement of your work
21 history.

22 MR. HARPER: You mean just
23 starting at what time, Jack? Do you have a
24 time frame?

Q Well, been a lawyer since 1984, correct?

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8

1 A Correct.

2 Q Did you pass the bar in Georgia in '84?

3 A I graduated in '84, I passed it in '85.

4 Q All right. Are you licensed in any state other
5 than Georgia?

6 A No.

7 Q Are you licensed in the federal court system?

8 A Yes.

9 Q Has your, are you admitted in any federal courts
10 other than in the State of Georgia?

11 A No, not on-going. I have gotten pro hac VJ
12 admission in New York federal court.

13 Q Do you currently practice as the law offices of
14 Diana McDonald?

15 A I practice as the law offices of Diana McDonald,
16 LLC.

17 Q It's a limited liability company?

18 A Correct.

19 Q Organized in the State of Georgia?

20 A Correct.

21 Q When did you form the limited liability company,
22 do you recall?

23 A No.

24 Q Have you ever practiced law in any other
25 capacities other than the limited liability company?

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1 A I have practiced law under the name of Diana
2 McDonald, PC, professional corporation.

3 Q When did you practice under that entity?

4 A I'm really not sure about the actual dates.

5 Q All right. Have you ever practiced law in a law
6 firm or partnership other than Diana McDonald, PC or Diana
7 McDonald Limited Liability Company?

8 A I have practiced law under Thomas and McDonald,
9 PC.

10 Q Do you know the dates?

11 A Um, no, but I think that was sometime upon, till
12 1997, '98, I can't remember.

13 Q Who was Thomas?

14 A Jerry Thomas was his name.

15 Q Another attorney?

16 A Yes.

17 Q All right. You believe the two of you separated
18 in '98, separated in '97, '98?

19 A Or '96, I can't remember. We weren't together
20 very long.

21 Q All right. How long do you think you were
22 together?

- 23 A Probably about a year, year and a half.
24 Q He's the only other person you've practiced with?
25 A Yes.

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10

- 1 Q So, in the past twenty years of practice, give or
2 take a year, you've practiced with one person, that was
3 Mr. Thomas for one, one and a half years, correct?
4 A Correct.
5 Q The remainder you practiced on your own or as a
6 professional corporation under your own name?
7 A Or as an LLC. There was a brief time that there
8 was the McDonald Legal Group, LLC, that lasted about seven
9 or eight months, I can't remember.
10 Q What was the purpose of McDonald Legal Group?
11 A Um, that was, that group was formed after, I
12 think that group was formed after my split with Jerry
13 Thomas and the purpose was to continue some employment for
14 people who had previously worked with Thomas and McDonald,
15 PC.
16 Q That only lasted a few months and you terminated
17 that entity?
18 A Yes.
19 Q And went back to operating as Diana McDonald?
20 A No, I think that's after that Diana McDonald, PC
21 was formed.
22 Q Okay. And that was a professional corporation?
23 A Correct.
24 Q Did that put us like 1998, 1999?
25 A I'm not sure. As I told you, I'm not sure what

3 A I don't know.

4 Q All right. What do you believe you were
5 referring to, ma'am?

6 A The documents that were sent to me, I don't know
7 as I sit here what all the documents were.

8 Q Well, Exhibit 24 is dated May 3rd, you previously
9 testified that that was the date you signed documents 2, 3
10 and 4?

11 A That's correct.

12 Q And the only error you identified as to Exhibit A
13 was a reference to the date of the documents which you
14 state now is April 29, 1999, correct?

15 A Yes, I stated in this letter that that's the date
16 that should be reflected on there.

17 Q Okay. What else did you put in the letter?

18 A The requested bank information for wiring
19 instructions.

20 Q All right. For the money to be funded to your
21 account?

22 A Correct.

23 Q And was it funded to your account?

24 A Yes.

25 Q When was it funded to your account?

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1 A I don't know.

2 Q Shortly after May 3, 1999?

3 A I would imagine so.

4 Q Shortly after Core would have received all of the
5 original documents which were attached to your letter dated

6 May 3, 1999 marked as Exhibit 24, is that correct?

7 A I would imagine so.

8 Q Pardon?

9 A I would imagine so.

10 Q All right. Have you made any payments to Core
11 Funding based upon the promissory note identified as
12 Exhibit 1?

13 A That's, are you talking about business note?

14 Q Yes.

15 A Based on a business note?

16 Q Yes.

17 A No.

18 Q None?

19 A None.

20 Q I present to you what's been marked as
21 Plaintiff's Exhibit No. 8 for identification purposes.

22 A Okay.

23 Q Have you seen that document before?

24 A No.

25 Q What is it?

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1 A It's titled Loan Payoff Schedule, Core Funding
2 Group, L.P. Loan Payoff Schedule.

3 Q And what is the beginning balance as of May 11,
4 2000?

5 A Based on what this document says it's says
6 \$124,000.

7 Q And isn't that also what Exhibit 1 says?

8 A Yes, Exhibit 1 is the principal amount of

20 cover both advances to the tune of \$248,000.

21 Q Do you know whether or not Mr. Gary ever signed
22 it?

23 A I don't think he ever signed this.

24 Q Did you ever have any discussion with Mr. Emmick
25 regarding Exhibit No. 30?

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1 A I think I recall some discussion with Mr. Emmick
2 whereby he indicated that he needed Gary to sign this
3 before he would release the all of the additional fees.

4 Q When you say all of the additional fees, what are
5 you talking about?

6 A Um, there was \$75,000 that had been released on
7 the second transaction and he was not going to release the
8 additional \$25,000 until Mr. Gary had signed this
9 subsequent assignment.

10 Q And you agreed to that?

11 A No, I didn't agree to that.

12 Q Well, you accepted the first \$75,000, correct?

13 A Correct.

14 Q Isn't it true that Mr. Gary's acknowledgement of
15 the assignment was required by Core Funding to advance you
16 the additional \$100,000?

17 A That was not initial understanding, no.

18 Q Well, when you sent the letter dated July 23rd
19 and marked as Plaintiff's Exhibit 28, when you said the
20 proposed terms of additional financing are agreeable, did
21 you understand that Mr. Gary's acknowledgement would be
22 required?

23 A No.
24 Q Okay. What do you base that on?
25 A The fact that this came later, I don't recall. I

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1 based it, number one, on the fact that when I first made
2 the request for the additional fees it was made on the
3 understanding and as proposed it would not have required an
4 assignment by Mr. Gary.

5 Q That's not what you testified earlier to, ma'am.

6 A Okay.

7 Q You testified earlier that you believe there was
8 a separate assignment required to be signed by him, not
9 simply an acknowledgement of your assignment.

10 A No, that's not correct, sir. Earlier I believe
11 you showed me an acknowledgement of assignment which is
12 similar to this, on this third, well, fourth page of
13 Exhibit 30, Plaintiff's Exhibit 30. To the best of my
14 recollection you have not yet showed me pages similar to
15 pages two, three and four of Plaintiff's Exhibit 30 that
16 were actually signed by Mr. Gary in conjunction with the
17 first transaction, you have not showed me that, but that
18 exists.

19 Q I acknowledge that that exists. You referenced a
20 separate assignment that you thought Mr. Gary was required
21 to sign, what were you referring to?

22 A The second and third pages of Exhibit,
23 Plaintiff's Exhibit 30 that were not attached to the
24 acknowledgement of assignment that you showed me earlier on
25 one of the other exhibits.

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1 STATE OF OHIO :

2 COUNTY OF LUCAS : C-E-R-T-I-F-I-C-A-T-E

3 I, LORI L. UDOWSKI, Notary Public in and for

4 the state of Ohio, duly commissioned and qualified, do

5 hereby certify that the within named DIANA MCDONALD,

6 was by me first duly sworn and/or affirmed to testify

7 to the truth, the whole truth and nothing but the

8 truth in the cause aforesaid; that the testimony then

9 given by her was by me reduced to stenotype in the

10 presence of said witness, afterwards transcribed upon

11 a computer, that the foregoing is a true and correct

12 transcript of the testimony so given by her as

13 aforesaid.

14 I do further certify that by agreement of

15 the counsel the said deposition may be signed by the

16 witness in the presence of another Notary Public.

17 I do further certify that I am not a
18 relative, employee or counsel of any of the parties
19 hereto, and further that I am not a relative or
20 employee of any attorney or counsel employed by the
21 parties hereto, or financially interested in the
22 action.

23 I do further certify that I am not, nor is
24 the court reporting firm with which I am affiliated,
25 under a contract as defined in Civil Rule 28 (D).

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1 IN WITNESS WHEREOF, I have hereunto set my
2 hand and affixed my seal of office at Toledo, Ohio, on
3 this 18th day of August, 2003.

4
5
6 LORI L. UDOWSKI
Notary Public in and for the
7 STATE OF OHIO

8 My Commission Expires: January 29, 2007.

9 * * * * *

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**GARY. WILLIAMS, PARENTI, FINNEY, LEWIS, McMANUS &
WATSON**

221 E. Osceola Street
Stuart, FL 34994
(561) 283-8260
1-800-329-4279

320 S. Indian River Drive
Fort Pierce, FL 34948
(561) 464-2352
1-800-330-2832

CO-COUNSEL
CONTINGENCY FEE AGREEMENT
(Out of State)

In consideration of legal services to be rendered by the Law Firm of GARY, WILLIAMS, PARENTI, FINNEY, LEWIS, McMANUS, WATSON & SPERANDO and the law offices of Diana McDonald, the undersigned client(s) retain said Law Firm to prosecute all personal injury claims, including claims under uninsured motorist and property damage for client(s) injuries and damages sustained on or about the 11th day of May, 1996.

The Law Firm accepts said employment and is authorized to effect a settlement or compromise, subject to client(s) approval, or to institute such legal action or actions as may be advisable in attorneys' judgment in order to enforce client's rights. The parties acknowledge that the attorneys' fee is negotiable and said negotiated fee shall be equal to one-third of any recovery. However, in no case shall the fee exceed the maximum amount allowed by law.

Costs may be advanced by the Law Firm, including investigation and experts' fees; and said advances shall be deducted from any recovery and returned to the Law Firm at the time of disbursement of funds. The Law Firm shall have a lien on said claim, suit or recovery for attorney's fees and costs advanced.

In the event an appeal is taken, a new and separate agreement shall be entered into by the parties as to services and fees.

Client(s) further agree that in the event the Court should award attorneys' fees, then Client(s)' law firm shall be entitled to either a reasonable fee determined by the Court, or the percentage of the recovery, whichever is greater.

If a recovery is made and the Client is to receive a recovery which will be paid to the Client on a future structured or periodic basis, the contingent fee percentage shall be calculated on the present money value of the verdict or settlement.

The Law Firm may withdraw at any time by giving reasonable written notice and the Client(s) agree to sign a consent to withdrawal or substitution of counsel in the event of such withdrawal.

Client(s) grant the Law Firm authorization, at its discretion, to write letters of protection on any medical bills Client(s) incur and to pay same to the extent permitted by the proceeds of any recovery consistent with this Fee Agreement.

Client(s) understand that this Law Firm and its lawyers are prohibited by ethical rules to provide any financial assistance to Client(s), directly or indirectly, for any reason, even if the need arises for food, medical care, shelter, transportation, etc. Client(s) further affirm that neither this law firm nor any of its lawyers have provided, promised or suggested any such financial assistance in connection with Client(s) employment of this law firm to pursue this legal claim.

Should Client(s) terminate this Agreement at any time after three business days, the Law Firm shall be entitled to a reasonable fee, and if the Law Firm has advanced funds on Client(s)' behalf in its representation of Client(s), the Law Firm shall be reimbursed for such amounts advanced on Client(s)' behalf.

Client(s) understand that the law firm of GARY, WILLIAMS, PARENTI, FINNEY, LEWIS, McMANUS, WATSON & SPERANDO will be assisted by the law offices of Diana McDonald, who will receive 40 % of the fee.

Client(s) further understand that all attorneys agree to assume the same legal responsibility to Client(s) for the performance of the services, that they will follow the course of Client(s)' case and that they will be available at all times for consultation in this matter. Client(s) do, therefore, acknowledge and consent to the division of fees in Client(s) case, as set forth above.

Should Client(s) have a separate worker's compensation, medicare, medicaid, personal injury protection or medical payment claims, probate or guardianship proceedings which would require additional work on the part of the Law Firm, Client(s) understand that Client(s) will have to enter into a separate contract with the Law Firm to represent Client(s) in those matters.

DATED this 14 day of July, 19 98.

GARY, WILLIAMS, PARENTI, FINNEY,
LEWIS, McMANUS, WATSON & SPERANDO

Accepted by:

Walter Alvaro Baran
(Client)

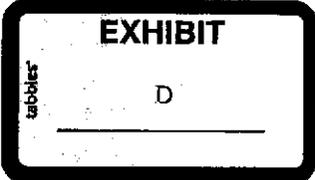
[Signature] Alvaro Baran
(Client)

DATED this 14 day of July, 19 98.

LAW OFFICES OF: Diana McDonald

Accepted by:

Diana McDonald
(Attorney)



COGNOVIT BUSINESS NOTE

Principal: \$124,000
Maturity/Due Date: August 27, 2000

Toledo, Ohio, Date August 20, 1999

On or before the above Due Date, for value received, the undersigned (Debtor) jointly and severally promise(s) to pay to the order of Core Funding Group LLC Toledo, Ohio, (Lender) One Hundred Twenty-Four Thousand (\$124,000.00) Dollars in lawful money of the United States, together with interest at interest rate, up to Due Date or default, of zero (0) % per annum.

Unless earlier accelerated (in which event the Default Rate shall apply), Debtor will pay interest on the above principal amount only from and after the Due Date, which interest rate shall be 0.75 % (3/4%) for each ten (10) day period (up to a maximum of three (3) such 10-day periods) up to the Extended Due Date, and shall be the Default Rate of .80% per each ten (10) day period after the Due Date (or the Extended Due Dates). Interest will run at the Due Date or Default at the Default Rate specified above until the entire indebtedness is satisfied. If this or any other obligation of any kind now owing or hereafter incurred by any obligor in any manner to Lender shall not be paid in full/satisfied immediately when due, including Lender's failure to receive the above principal amount when due for any reason (whether by lapse of time or by acceleration of maturity or otherwise), or if any obligor shall become in default in any manner under any guaranty, mortgage, security agreement, authority to hypothecate or other writing relating in any way to this Note, (including but not limited to, the Purchase Contract and/or Loan Contract and/or any other Contract Document between the parties) or if any creditor shall obtain a judgment against any obligor or if any obligor shall commence a voluntary case under the Bankruptcy Code or otherwise seek relief from creditors, or if any creditors shall commence an involuntary case against any obligor under the Bankruptcy Code or commence any other judicial or administrative proceeding for the marshaling of any obligor's assets and liabilities for the benefit of creditors—then, in each such event, the holder of this Note may declare this Note to be immediately due in full without presentment, demand for payment or notice of any kind, all of which are waived by each obligor.

Each Debtor and each guarantor of payment hereon (if any) hereby jointly and severally authorizes any attorney at law to appear in any court of Record in the state of Ohio or any other State or Territory of the United States after this Note becomes due and admit the maturity of this Note, the amount due thereon, and the jurisdictional facts thereof, and waive the issuing and service of process, and verdict judgment against such Debtor and/or guarantor of payment in favor of the holder of this Note for the amount then appearing due and costs of suit, and thereupon to waive all errors, rights of appeal and stay of execution. This is a joint and several warrant of attorney

WARNING—BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

34 Peachtree St. N.W. Suite 224
(Address) Atl. GA. 30303
(404) 584-7733
(Telephone)

MAKER/DEBTOR:
Diana McDonald
Diana McDonald, individually
Diana McDonald
Diana McDonald for the Law Offices of Diana McDonald, P.C.



Page 1 of 1 Initials DM Initials DM Initials _____ Initials _____

ABSOLUTE AND UNCONDITIONAL GUARANTY/SURETY

FOR VALUE RECEIVED, the undersigned (a) assent to the provisions of the Note, (b) jointly and severally guarantee, absolutely and unconditionally, the prompt payment in full of the principal and the interest on that Note, when due, whether maturity occurs by lapse of time or acceleration or otherwise, whether or not the holder of the Note resorts to any other obligor or to security, if any, and whether or not holder makes any attempt whatsoever, at collection from any other obligor. (c) waive presentment, demand for payment, notice of dishonor and every other kind of notice to which the undersigned might be entitled but for this waiver, and (d) agree that the liability of the undersigned shall not be affected by any act, omission or course of dealing of the holder of the Note including (without limitation) any extension of time, any waiver of default, any release of security (irrespective of the consideration, if any, accepted therefor) or any other indulgence granted to any obligor—in each case whether with or without notice to the undersigned.

WARNING—BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.


Diana McDonald, Individually


Diana McDonald for the Law Offices of Diana McDonald, P.C.

Page 2 of 2 Initials  Initials  Initials _____ Initials _____

5515 Southwyck Blvd., Suite 202
Toledo, Ohio 43614
419-865-4404
1-800-481-7742
Fax: 419-865-4645

EXHIBIT
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OFFER TO PURCHASE/PURCHASE CONTRACT

August 20, 1999

The Law Offices of Diana McDonald, P.C.
34 Peachtree St. N.W., Suite 2240
Atlanta, GA 30303

Core Funding Group, LLC ("Core" or "Purchaser") understands that you desire to sell additional \$124,000.00 (after the first \$124,000 worth of your attorney fees, which you previously contracted to sell to Core pursuant to the Purchase Contract dated April 29, 1999) worth of the total attorney fees which you have previously contracted to receive for legal services rendered by you, in exchange for a present lump sum cash payment. We are pleased to inform you that, based upon the following information/representations which you have provided to us, we are hereby offering to purchase these payments as follows:

INFORMATION/REPRESENTATIONS PROVIDED BY SELLER

Your firm's representation of the plaintiff(s) as co-counsel, together with the law firm of Gary, Williams, Parnet, Finney, Lewis, McMannus, Watson & Friend (hereinafter the "Gary Firm") in a case entitled Dionne McClain et al vs. Valujet Airlines, Inc. et al, Case Number 98-10037 currently pending in the Circuit Court of the 11th Judicial Circuit in and for Dade County, Florida (hereinafter the "Ferguson Case"), is pursuant to written fee agreement(s) which provide(s) for payment to your firm of attorney fees for the legal services provided by you at the rate of forty percent (40%) of the total fees payable to the Gary Firm (i.e. 1/3 of any amount recovered from Defendant(s), or a total to your firm of 13.33332% of any recovery from any final judgment or settlement obtained by or through you and the Gary Firm's efforts for Plaintiff(s) and payable by the Defendant(s) and/or his/its/their insurers ("Payor"), the amount of said attorney fees, payable to you under said written fee agreement or pursuant to quantum meruit or other equitable theory(ies) is/you anticipate to be \$400,000 (the "Remaining

(cross out incorrect language)

Balance"). Your right to receive the Remaining Balance is free and clear of any and all liens, mortgages, security interests, pledges, charges, assignments and/or encumbrances whatsoever, these fees/payments constituting the Remaining Balance are totally and completely owned by you and are totally assignable, you currently know of no person/entity who has a claim/potential claim against same (or any portion thereof) and you have neither previously sold, transferred or borrowed against, nor contracted with any other person or entity to sell, transfer or borrow against (nor will you do so during the term of this Purchase Contract) all or any portion of your rights to receive the Remaining Balance. Further, except to the extent that you have previously hereto disclosed directly to Purchaser in writing, all appeals/challenges to Defendant's liability on the underlying claim, and, thus, of Payor's obligation to pay the judgment/settlement amount of which the Remaining Balance is a part, have either been exhausted or waived, and Payor's obligation to pay you the Remaining Balance has become absolute, fixed and unconditional. Additionally, you have no knowledge whatsoever of any liability of Payor to pay/plan by Payor not to pay all or any portion of the Remaining Balance. And, finally, you have reviewed the transaction contemplated hereby, and hereby warrant and represent that said transaction is valid and enforceable under all rules/laws/regulations (including, but not limited to, those governing attorneys and/or the practice of law) which are or may be applicable to the contemplated transaction (and including, specifically, those in your residence state) and that this constitutes a "business" transaction and that you will be using the proceeds from this transaction for business purposes. You (as "Seller") now wish to sell to Purchaser your right to receive the next \$124,000 out of the Remaining Balance after the first \$124,000 which was sold by you to Core previously pursuant to the Purchased Contract dated April 29,

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PLAINTIFF'S
EXHIBIT
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1999 (thus, following the closing on this transaction, you will have sold a total of \$248,000 worth of you anticipated \$400,000 in attorney fees to Core) (this purchased portion of the Remaining Balance hereinafter referred to as the "Purchased Fees"), same to be received by Core on or before August 27, 2000 (the "Due Date") and you have agreed to accept the sum of \$100,000.00 (the "Purchase Price") for the Purchased Fees.

OFFER TO PURCHASE

Purchaser's willingness to pay you the Purchase Price for the Purchased Fees and conclude This Transaction (as hereinafter defined) is subject to the following:

1. The accuracy of all of the information, representations, and/or warranties which have been or will be provided by you including, but not limited to, the above information (your representation as to the accuracy of which shall survive the closing hereon). Should any of same prove, at any time, presented by you prove to be inaccurate, Core shall, at minimum, be entitled to make an adjustment of the Purchase Price or, ultimately, to cancel This Transaction (as hereinafter defined) altogether.
2. You must provide the following documentation to Core immediately:
 - a) "Official" copies of all papers which prove your right to receive the Remaining Balance (Release, Settlement Agreement, Judgment, Fee Agreement with your client(s) and all other documentation evidencing your right to receive the Remaining Balance, proof of the exhaustion of all appeal rights or waiver thereof, etc.) as well as all documentation which indicates that the Defendant(s)/Payor(s) are collectible and/or that there are collectible insurers or others who are obligated to pay the entire judgment/settlement amount, including the attorney fees comprising the Remaining Balance;
 - b) copies of any checks received by you from the Payor to date (if any) in payment of any portion of the attorney fees of which the Remaining Balance is/was a part;
 - c) two (2) forms of identification, one of which must be a copy of your picture ID (with Social Security Number), and a copy of your state attorney registration card (for individuals)/ proof that you are validly organized and existing under all applicable laws (for entities);
3. Time of Essence Time is of the essence to This Transaction and to Seller's obligations hereunder, and if you have not signed and returned this document to Core on or before August 24, 1999, Core will have the option, in its sole discretion and without any liability whatsoever, to cancel the offer hereby conveyed. We may likewise similarly cancel This Transaction if you have not reviewed, executed and returned all required documentation to us within thirty (30) days following the date this offer is accepted by you (unless we grant you a written extension of time) and timely satisfied all Pre-Conditions and Conditions to closing. If we cancel pursuant hereto following your acceptance hereof, however, we will also have the option of pursuing all legal recourse available to us.
4. Contingent Contract This Transaction is totally and completely contingent upon Seller, at Seller's sole cost/expense, notifying Payor of the Assignment contemplated hereby and Payor accepting said Assignment. If, for any reason, Payor fails/refuses to recognize Core as the new owner/payee for the Purchased Fees, then This Transaction may, at Purchaser's sole option, be canceled, and in such event, Purchaser shall be entitled to the immediate return of the Purchase Price from Seller, as well as Purchaser's damages, (including, but not limited to, Purchaser's costs, (including opportunity costs) associated herewith. Or, in addition to Purchaser's other remedies/options, Purchaser may elect to continue with This Transaction and rely upon the other Contract Documents, many of which are being given in connection herewith for the purpose of, inter alia, providing Purchaser with additional security for this transaction. In such event, Seller additionally shall execute whatever documents Purchaser deems necessary or desirable in order to also utilize the unsold portion of Remaining Balance and/or any other additional collateral Purchaser may deem appropriate, to secure This Transaction. In any event, it shall be and remain, until such time as Purchaser has received all of the Purchased Fees purchased hereunder, Seller's sole obligation at Seller's sole cost and expense, to enforce/take any action necessary to effect, the payment of the Purchased Fees by Payor to Purchaser.
5. Document List. Some or all of the following items may be required to be executed by you and/or filed (where applicable) and/or acquired prior to closing, the successful completion of which is and shall be a

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precondition to Core's duty to close this transaction, as are the "Other Pre-Conditions and Conditions" set forth in the next numbered paragraph. All of these required items and this Offer to Purchase [which, after it is signed by the parties hereto, shall be known as the "Purchase Contract"] shall hereinafter collectively be referred to as the "Contract Documents" and the transaction represented by same as "This Transaction."

- a) Absolute, Unconditional and Irrevocable Transfer, Sale and Assignment (the "Assignment")
- b) Exhibit A
- c) Questionnaire ("Questionnaire")
- d) Spousal Consent (if required - the "Consent")
- e) Seller's Affidavit (the "Affidavit")
- f) Cognovit Business Note (the "Note")
- g) Security Agreement (the "Agreement") and UCC-1's (2 for each Seller/Note Maker)
- h) Authorization to Release Information (2 per Seller) - ("Authorization")
- i) Authorization to Attorneys/Insurers
- j) Letter of Direction to Defendant's Insurer
- k) Letter of Direction to Defendant's Attorney
- l) Such other documents as Purchaser may deem necessary to complete this transaction
- m) Corporate/Firm Resolution authorizing This Transaction ("Resolution")

6. Other Pre-Conditions and Conditions to Closing

- a) Satisfactory background, UCC and lien searches regarding Seller
- b) Satisfactory proof of Seller's identity and of Seller's legal capacity to enter into this transaction.
- c) Seller shall have satisfied each provision of this Purchase Contract in a manner acceptable to Core.
- d) Seller understands that Core may cancel the Purchase Contract, with no liability of Core whatsoever, if it determines, in its sole discretion after completing its due diligence (including but not limited to, all documents/circumstances related to the underlying transaction giving rise to the Remaining Balance) that it is not in its' best interest to consummate this transaction.
- e) Unless otherwise agreed, closing in this matter will take place in the offices of Core or its attorney/agent.

7. Unconditional Obligation Seller understands and agrees that This Transaction is and shall be, a "recourse" transaction, and that Seller's obligation to deliver/ensure receipt by and ultimately to even pay to, if necessary, Purchaser all of the amounts contracted to be received by Purchaser (i.e. the Purchased Fees) is unconditional and absolute under any and all circumstances.

8. Additional Provisions Relating to Transaction

- a) Assignment; Binding Agreement; Entire Agreement; Modification. Purchaser (and each/any assignee thereof) may assign all or any portion of its right, title, and interest in, to and/or under the Contract Documents, at any time, and without any requirement of prior consent from, or notice to, the Seller, both of which Seller hereby waives. Upon any such assignment, Purchaser shall, without any requirement of further documentation, be released from any liability hereunder and thereunder, and Seller shall look solely to such assignee for any payment/performance hereunder and thereunder. Without limiting the breadth of the foregoing sentence, Seller shall, upon request of Purchaser/ any successive Purchaser, execute and deliver any such document(s) as Purchaser may require to effectuate and consummate This Transaction, as assigned. If Purchaser assigns same, any references to the named Purchaser in any Exhibits to the Contract Document(s) may be treated as for purposes of illustration only. Subject to the restriction on transfers and encumbrances set forth herein, This Transaction and the Contract Documents shall inure to the benefit of, and be binding upon, the undersigned parties and their respective heirs, executors, administrators, representatives, successors and permitted assigns. No mention in any of the Contract Documents of assigns or permitted assigns of the Seller shall be construed as permitting or authorizing Seller's assignment of this or of any of the Contract Documents or of any of Seller's duties, obligations, and liabilities thereunder, all of which shall be and hereby expressly are made non-assignable. NOTWITHSTANDING ANY CONTRARY PROVISION IN ANY OF THE CONTRACT

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DOCUMENTS, IT IS EXPRESSLY INTENDED AND AGREED THAT SELLER'S SALE AND ASSIGNMENT TO PURCHASER HEREBY SHALL BE BINDING ON SELLER'S ESTATE, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS ASSIGNS, ETC. IRRESPECTIVE OF ANY DESIGNATION TO THE CONTRARY. FURTHER, THIS PROVISION SHALL CONTINUE IN FORCE NOTWITHSTANDING ANY CHANGE IN ANY ENTITY THAT IS A PARTY HERETO, WHETHER THROUGH DEATH OR OTHERWISE. THE CONTRACT DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEROF, AND SUPERSEDE AND REPLACE ALL PRIOR UNDERSTANDINGS AND/OR AGREEMENTS WITH RESPECT THERETO, AND SAME MAY NOT BE MODIFIED/AMENDED IN ANY MANNER EXCEPT IN WRITING, SIGNED BY THE PARTIES.

- b) Governing Law, Venue. The Contract Documents are being executed and delivered in the State of Ohio, and shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Ohio. However, in the unlikely event that for any reason, any Court should determine that This Transaction (or any portion thereof) is, for any reason, unenforceable and/or in contravention of any applicable law/rule/regulation/etc. (including but not limited to, those governing attorneys/the practice of law), then Seller agrees that the applicable law of Seller's state of residence shall be applied and same held to be enforceable. Seller hereby waives any and all defenses to the enforceability hereof and agrees that Purchaser may rely upon Seller's representations/warranties as to the validity of This Transaction in Seller's state of Residence. Subject to the above, the parties hereto waive the right to be sued elsewhere and agree and consent to jurisdiction in Ohio.
- c) Severability. In the event that any provision(s) of the Contract Documents, or the application thereof to any person or circumstance, is/are determined to be, to any extent, unenforceable under or contrary to any applicable law, regulation, rule, or order, then such provision(s) shall be deemed excised and a nullity with respect to such person(s) or circumstance(s), as the case may be, without in any way affecting any other provision(s) of such document or the application of such provision(s) to different persons or circumstances, the remainder of the Contract Documents to be enforced to the maximum extent allowable by law without regard to the excised and nullified portion. Provided, however, that the parties agree to negotiate in good faith to implement any modifications of the excised and nullified provision(s) of such document(s) to the extent, but only to the extent, clearly necessary in order to maintain or obtain the enforceability of the Contract Documents in accordance with the actual intent of the parties hereto, as evidenced hereby. Any such finding of unenforceability or invalidity in any given jurisdiction shall not prevent the enforcement of said provision in any other jurisdiction to the maximum extent permitted by applicable law.
- d) Attorneys' Fees and Costs of Collection. Each party shall be responsible for his/her/its own costs and fees (including attorney fees) incurred in consummating this transaction. However, should it become necessary subsequent to closing hereon for Purchaser to enforce any Contract Documents and/or to pursue any remedy for breach thereof, in such event Purchaser shall be entitled to recover from Seller all costs, expenses, etc. (including but not limited to, attorney fees), incurred in doing so.
- e) Payments. All sums payable hereunder shall be paid in lawful money of the United States of America which at the time of payment is legal tender for the payment of public and private debts.
- f) Warranties and Representations of Seller. In addition to any other warranties/representations made in any of the Contract Documents (all of which are expressly incorporated herein by reference) Seller hereby covenants, represents and warrants that: i) the Contract Documents are duly authorized, valid and binding upon Seller and Seller has full power and authority to enter into same; (ii) Seller is not (and the execution, delivery and performance by Seller hereunder will not cause Seller to be) in violation of, or in default with respect to, any law, or in default (or provide cause for acceleration of indebtedness) under any agreement or other restriction by which Seller is

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bound or affected; (iii) to Seller's knowledge there is no action, suit or proceeding pending or threatened before or by any court or governmental authority against or affecting Seller; (iv) both before and after giving effect to This Transaction, Seller is solvent; (v) Purchaser has no duty at any time to investigate or inform Seller of the financial or business condition or affairs of the Payor or any change therein; (vi) Seller acknowledges and agrees that it may be required to pay and perform the obligations under the Contract Documents in full, without any assistance or support from the Payor or any other party; (vii) Seller is intimately familiar with the current status of Seller's financial affairs and condition. After due consideration of that condition and other relevant factors, Seller hereby irrevocably certifies that (a) both as of this date and as of the date of completion of the exchange of the Purchased Fees for the Purchase Price, the fair value of Seller's assets are and will be in excess of the sum of all of the debts of Seller; (b) Seller is not presently engaged in or contemplating the commission of any act that would hinder, delay, or defraud any creditor of the Seller; (c) the Purchase Price equals or exceeds the reasonably equivalent value of the Purchased Fees; and (d) the execution and delivery of the Contract Documents by Seller, and the consummation of This Transaction have not been intentionally concealed from, and will not hinder, delay, or defraud any creditor of Seller, and, (viii) There are no attachments, executions, assignments for the benefits of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by Seller or pending or threatened against Seller, the Purchased Fees and/or the Remaining Balance. All of Seller's representations and warranties made throughout the various Contract Documents are a material inducement to Purchaser to enter into and consummate This Transaction, and shall survive the execution hereof and thereof and any bankruptcy, foreclosure, transfer of security or other event affecting the Payor, Seller, and/or any security given for this transaction.

- g) Notices. Any and all notices, consents, or other communications required/desired to be given by either any party hereto shall be in writing, and shall be deemed sufficiently given if delivered by personal delivery, telegram, telex, facsimile, expedited delivery service (with proof of delivery), or by registered or certified United States mail, postage prepaid, to the other party at the respective address set forth in the Contract Documents (unless changed by similar notice given by the party whose address is to be changed). Any such notice etc. shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of telegram, telex, or facsimile, upon receipt. Notwithstanding the foregoing, no notice of change of address shall be effective except upon receipt. This Section shall not be construed in any way to affect or impair any waiver of notice or demand provided for in any of the Contract Documents.
- h) Cumulative Rights, Nonwaiver Etc. The exercise by Purchaser of any right or remedy under any of the Contract Documents, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy. Purchaser shall have all rights, remedies afforded under the Contract Documents at law or in equity, and same: (a) shall be cumulative and concurrent; (b) may be pursued separately, successively or concurrently against Seller or others obligated, or against any one or more of them, or against any security or otherwise, at Purchaser's sole discretion; (c) may be exercised as often as the occasion therefore may arise, it being agreed by Seller that the exercise of, discontinuance of the exercise of, or failure to exercise any of same shall in no event be construed to be a waiver or release thereof or of any other right, remedy, or recourse, including, but not limited to, the right to accept partial performance/payment while still declaring a default; and, (d) are, and shall be, nonexclusive. No waiver by Purchaser of any default of Seller, acceptance by Purchaser of any payment or performance of Seller after same is due or in any other condition not in strict conformity herewith, or of any breach of any of the provisions of any of the Contract Documents shall be considered a waiver in such instance or of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers granted herein or in any other Contract Document shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder or under

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any other document shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time. The granting of any consent, approval or waiver by Purchaser shall be limited to the specific instance and purpose, and shall not constitute consent or approval in any other instance or for any other purpose. No notice to, or demand upon, Seller in any case shall of itself entitle Seller to any other or further notice or demand in similar or other circumstances. No provision of, or any right, remedy or recourse of Purchaser with respect thereto, or any default or breach thereof, can be waived, nor can Seller be released or discharged in any way or to any extent, except by a writing specifically intended for that purpose (and specifically referring thereto), executed and notarized by Purchaser. The acceptance by Purchaser at any time of any sum or performance in an amount or of a type less than the sum or performance then due shall be deemed, at best, an acceptance on account only, and Purchaser shall still be permitted to pursue all rights, remedies, and powers afforded hereunder and/or by law/equity.

i) Gender; Titles; Construction. Words of any gender shall be held and construed to include any other gender, and the singular shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, and shall be disregarded in construing same.

j) CONFESSION OF JUDGMENT. UPON ANY DEFAULT OR ACTION BY SELLER/ANY AGENT/AFFILIATE OF SELLER WHICH RESULTS/MAY RESULT IN PURCHASER NOT RECEIVING ALL OR ANY PORTION OF THE PURCHASED FEES AS AND WHEN DUE, SELLER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD IN OHIO OR ELSEWHERE, AS PURCHASER'S ATTORNEY-IN-FACT, WITH FULL POWER OF SUBSTITUTION, TO APPEAR IN THE TOLEDO, LUCAS COUNTY, OHIO COMMON PLEAS COURT CLERK'S OFFICE, OR THE COUNTY CLERK'S OFFICE OF THE COUNTY WHERE SELLER RESIDES OR IS FOUND, AND TO CONFESS JUDGMENT AGAINST SELLER FOR THE TOTAL UNPAID AMOUNT OF THE PURCHASED FEES AS EVIDENCED BY AN AFFIDAVIT SIGNED BY AN OFFICER OF PURCHASER SETTING FORTH THE AMOUNT THEN DUE, PLUS ATTORNEY'S FEES AND COSTS OF SUIT, AND TO RELEASE ALL ERRORS AND WAIVE ALL RIGHTS OF APPEAL. IF A COPY OF THIS PURCHASE CONTRACT, VERIFIED BY AN AFFIDAVIT, SHALL HAVE BEEN FILED IN THE PROCEEDING, IT WILL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY. SELLER WAIVES THE RIGHT TO ANY STAY OF EXECUTION AND THE BENEFIT OF ALL EXEMPTION LAWS NOW OR HEREAFTER IN EFFECT. NO SINGLE EXERCISE OF THE FOREGOING WARRANT AND POWER TO CONFESS JUDGMENT WILL BE DEEMED TO EXHAUST THE POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE INVALID, VOIDABLE, OR VOID; BUT THE POWER WILL CONTINUE UNDIMINISHED AND MAY BE EXERCISED FROM TIME TO TIME, AS PURCHASER MAY ELECT, UNTIL ALL AMOUNTS OWING HEREUNDER HAVE BEEN PAID IN FULL. SELLER WAIVES ANY OBJECTION TO, AND AGREES NOT TO CONTEST, JURISDICTION, PERSONAL JURISDICTION, OR VENUE WITH RESPECT TO ANY JUDGMENT CONFESSED AGAINST SELLER IN ACCORDANCE WITH THIS PARAGRAPH.

k) Disclaimer. Purchaser is not/was not involved in any manner in the prosecution of the underlying claim which generated the Purchased Fees. Seller is merely a provider of funds. This transaction is not intended in any respect to create any type of partnership or other joint ownership/joint venture arrangement between Seller and Purchaser. Upon the consummation of this transaction, neither Seller nor any person claiming through or under Seller (other than Purchaser) shall have or retain any right or equity of redemption or other claim or interest in or to any of the Purchased Fees; and in connection therewith, Seller does hereby waive, release, and disclaim any applicable statutory or equitable right of redemption with respect to the Purchased Fees.

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- l) **Duty to Cooperate and Promise to Pay.** Seller covenants, agrees and accepts the continuing and irrevocable duty to cooperate with Purchaser in providing Purchaser the practical benefits of its bargain under the Contract Documents, and to take all action(s) necessary or desirable (in Purchaser's opinion) in furtherance thereof (specifically including, without limitation, the duty to immediately deliver to Purchaser any payment hereafter received by Seller or anyone claiming by or through Seller, to the extent that such payment is included in the Remaining Balance and Purchaser has not received all of the Purchased Payment(s)). In the event that any Purchase Fee payment included in the Remaining Balance is ever denied, diverted, setoff, delayed, or withheld from Purchaser by virtue of any claim, demand, attachment, or other act or omission of Seller or any person acting or claiming by, through, or under Seller, then Seller promises to pay within ten (10) days of demand, the entire amount denied, diverted, etc., up to the amount still owing to Purchaser on the Purchased Fees, together with interest at the rate of ten percent (10%) per annum from the date when such amount should have been received by Purchaser to the date of actual payment.
- m) **Survival.** All of the representations, warranties, covenants, agreements, indemnifications, obligations, duties, and Liabilities of Seller and Purchaser set forth in the express provisions of any of the Contract Documents shall survive closing on this transaction and shall continue as long as necessary for Purchaser to receive, at minimum, the entire benefit of its bargain (including but not limited to the entirety of the Purchased Fees), and shall not be deemed merged into the Contract Documents.
- n) **Exhibits.** Any exhibits referenced herein as being attached hereto (if any) are hereby incorporated herein for all purposes by this reference.
- o) **Non-Tamper Provision.** Neither Seller nor Seller's agent, etc., shall make any changes to any of the Contract Documents except by initialed underline pursuant to specific negotiated agreements between the parties.
- p) **Default Rate.** The Default Rate = 0.80% (eight-tenths of a percent) for each ten day period in which the Purchased Fees remain unpaid to Purchaser/Purchaser's assignee or designee, following the Due Date (or earlier acceleration thereof) or any permitted extension thereof.

9) **Extensions** For an additional cost, Seller can extend the August 27, 2000 Due Date by a maximum of three (3) ten (10) day extensions (the "Extended Due Date") by giving Purchaser at least thirty (30) days' written notice thereof prior to the Due Date. If all 3 extensions are taken, the latest Extended Due Date would thus be September 26, 1999. The additional cost for each 10 day extension shall be 0.75% (three quarters of a percent) (the "Extension Rate") or 2.25% if the entire maximum 30 day extension period is utilized, which amount is to be added to and paid along with the Principal Amount on the Extended Due Date. Any further extension(s) after this 30 day Extended Due Date will be permitted only if agreed to by Purchaser, in writing, at least ten (10) days in advance of the Extended Due Date and upon the such terms as Purchaser shall set.

10) **Early Payoff Discount** If Core Funding Group is paid prior to the contractual Due Date Seller will be entitled to receive a discount of \$25.17 per day for each day prior to the Due Date of August 27, 2000 that same is being paid off early. The formula for calculating the total early pay-off amount = \$124,000.00 (Purchased Fee amount as of current contractual Due Date of 8/27/00) minus the product of (\$25.17 daily rate x # of days prior to 8/27/00 that obligation being paid off early).

Sincerely,
CORE FUNDING GROUP, LLC

Thomas F. Egnick
President

Initials _____

As Revised 6-28-99

Date _____

ACCEPTANCE OF PURCHASE CONTRACT AND CONFIRMATION OF PURCHASE PRICE

I have read and understand the foregoing offer made by Core. I accept the terms presented, and agree to be bound by the same. I also agree to and confirm the Purchase Price set forth above.

WARNING- By signing his paper you give up your right to notice and court trial. If you do not pay on time a court judgment may be taken against you without your prior knowledge and the powers of a court can be used to collect from you regardless of any claims you may have against the creditor whether for returned good, faulty goods, failure on his part to comply with the Purchase Contract, or any other cause

By *Diana McDonald*
Diana McDonald, Individually

Date: 8/20/99

By *Diana McDonald*
Diana McDonald as authorized signatory
for the Law Offices of Diana McDonald, P.C.

Date: 8/20/99

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As Revised 6-28-99

Date 8/20/99

Seller hereby expressly represents and warrants that all of the above information is true, correct and complete, and that Purchaser may rely upon same.

Date: 8/20/99

Signature: *Diana McDonald*
Diana McDonald, Individually

Date: 8/20/99

Signature: *Diana McDonald*
Diana McDonald for the Law Offices of
Diana McDonald, P.C.

**ABSOLUTE, UNCONDITIONAL, AND IRREVOCABLE TRANSFER SALE AND
ASSIGNMENT**

This ABSOLUTE, UNCONDITIONAL, AND IRREVOCABLE TRANSFER AND ASSIGNMENT (this "Assignment") is executed effective as of August 20, 1999 by the Law Offices of Diana McDonald, P.C. of 34 Peachtree St. Suite 2240, Atlanta, GA 30303, in favor of Cors Funding Group, LLC, 5615 Southwyck Blvd. Suite 202 Toledo, OH 43614 a Delaware Corporation (hereinafter as "Assignee" or "Purchaser"). All capitalized terms not otherwise defined herein shall have the meanings given to them in the attached as Exhibit A and incorporated herein for all purposes by this reference.

RECITALS:

The Seller is (pursuant to a written Fee Agreement, where applicable) attorney for the Plaintiff or Annuitant under the Litigation, the Judgment, and/or the Settlement Agreement and (B) the payee. The unpaid balance of the Attorney Fees (the "Remaining Balance") is described on Exhibit A attached hereto and incorporated herein for all purposes by this reference. On August 20, 1999, Seller and Purchaser entered into a Offer to Purchase Contract (the "Purchase Contract") providing for Seller's sale, transfer, and conveyance to Purchaser of the Purchased Fees, and the proceeds of all of the foregoing, including without limitation the entire Remaining Balance to the extent necessary to secure to Assignee the Purchased Fees.

In order to induce the Purchaser to purchase and accept such benefits and pay to Seller the Purchase Price provided for in the Purchase Contract, the Seller desires and has agreed to sell, transfer, and convey to Purchaser all such benefits and the proceeds thereof, all as set forth in the succeeding provisions of this Assignment (which shall control over any conflicting or inconsistent recitals set forth above).

ASSIGNMENTS AND AGREEMENTS:

For and in consideration of the above premises, One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Seller does hereby agree as follows:

1. **Assignment With Warranty of Title.** Seller has SOLD, TRANSFERRED, ASSIGNED, GRANTED, AND CONVEYED and by these presents hereby SELLS, TRANSFERS, ASSIGNS, GRANTS AND CONVEYS unto the Purchaser all of the following (herein called the "Benefits):

A. **Seller's Rights.** All of Assignor's rights, titles, estates, interests, powers, privileges, and benefits (of every description whatsoever) in the Purchased Fees, and to the extent necessary to secure to Purchaser the payment of the Purchased Fees, all of Seller's rights, titles, etc. in, to, and/or under the Litigation, the Judgment, the Settlement Agreement, the Fee Agreement (where applicable), and any other documents executed in connection with or otherwise related to any of the foregoing (including without limitation the entire Remaining Balance), and all other rights, titles, estates, interests, powers, privileges, and benefits of the Seller (of every description whatsoever) now or hereafter arising in, to, or under any of the foregoing. The purpose of this Assignment is to convey absolute title to the Purchased Fees to Purchaser, together with any cost or expenses (including attorney fees) associated with the collection of same (if any).

B. **Proceeds.** The proceeds of all of the rights, titles, estates, interests, powers, privileges, and benefits described above, specifically including without limitation all of the rights, titles, estates, interests, powers, privileges and benefits of the Seller (of every description whatsoever) in or to the proceeds of all checks, payments, distributions, and other value arising in favor of or coming within the control of Seller (whether as obligee, annuitant, payee, primary beneficiary, contingent beneficiary, secondary beneficiary or otherwise) pursuant to, or as a result of the Litigation, the Judgment and/or the Settlement Agreement (including without limitation the entire Remaining Balance)

TO HAVE AND TO HOLD the above rights, titles, estates, interests, powers, privileges, and benefits unto Purchaser, its heirs, executors, administrators, representatives, successors, and assigns forever; and Seller does hereby bind Seller and Seller's estate, heirs, executors, administrators, legal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND, all and Singular the unto Purchaser, its heirs, executors, administrators, representatives, successors, and assigns against every person whomsoever claiming any interest in same or any part thereof.

2. **Power of Attorney.** Assignor irrevocably appoints Assignee (and its successors and assigns) as Assignor's true and lawful attorney, with full power of substitution and revocation, for its own use, at Assignor's costs and charges, to demand and receive the purchased Fees, take out executions, and take in the name of Assignor, individually and/or collectively or otherwise, all lawful ways and means for the recovery of the Attorney Fees due to become due on the Judgment, the Litigation and/or the Settlement Agreement, and on payments thereof, to acknowledge satisfaction or to discharge same.

3. **No Assumption By Purchaser.** Seller hereby expressly acknowledges that Seller is retaining any and all of the duties, liabilities, and obligations of Seller under the Litigation, the Judgment, the Settlement Agreement, and all other documents executed in connection with or otherwise related to any of the foregoing. Any acceptance of the Purchased Fees by Purchaser shall be deemed to be an express disclaimer of any assumption by Purchaser of any such duty, liability, or obligation. Seller agrees to indemnify, hold harmless, and defend Purchaser from and against any such duties, liabilities, or obligations.

4. Powers and Warranties. Assignor has all requisite power and authority to make this Assignment. All of the representations and warranties of the Seller under the PSA and the other Closing Documents (as defined in the Purchase Contract) are incorporated herein by this reference and confirmed and restated as of the date hereof as remaining and being entirely true and correct. Assignor's right to receive the Purchased Fees is free and clear of any and all liens, the Purchased Fees are totally assignable, and Assignor knows of no person(s) who has a claim/potential claim against same. Assignor has not previously sold, transferred or borrowed against, nor contracted to sell transfer or borrow against, same.

5. Binding Agreement. Subject to the restrictions on transfers and encumbrances set forth herein, this Assignment shall inure to the benefit of and be binding upon the undersigned Seller and Seller's estate, heirs, executors, administrators, representatives, successors, and assigns. No mention herein of assigns of the Seller shall be construed as permitting or authorizing Seller's assignment of any portion of the Purchase Contract or any other Closing Document or Seller's duties, obligations, and liabilities hereunder and thereafter, all of which shall be and are hereby made expressly non-assignable.

6. Purchaser's Right to Assign. Purchaser (and each and any assignee of Purchaser) may assign its right, title, and interest in and to this Assignment, without any requirement of prior consent from or notice to the Seller. Seller agrees expressly that upon any such assignment, Purchaser shall without any requirement of further documentation be released automatically from any liability hereunder and thereunder. Without limiting the breadth of the foregoing sentence, Seller shall upon request of Purchaser or any successive Purchaser execute and deliver any such documents as Purchaser may require to effectuate and consummate this transaction, as assigned.

7. Severability. In the event that any provision of this Assignment or the application thereof to any person(s) or circumstance is determined to be to any extent unenforceable under or contrary to any existing or then existing local, state or federal law, regulation, rule, or order, then said provision shall be deemed deleted therefrom with respect to, and shall be deemed a nullity as applied to, such person or circumstance, as the case may be, without in any way affecting any other provision hereunder or the application of such provision to different persons or circumstances, the remainder of the Assignment to be enforced without regard to the excised and nullified portion. Provided, however, that the parties agree to negotiate in good faith to implement any modifications of the excised and nullified provision and/or this Assignment to the extent, but only to the extent, clearly necessary in order to maintain or obtain the enforceability of this Assignment in accordance with the actual intent of the parties hereto on the date that this Assignment is executed and accepted by the parties hereto (as evidenced hereby). Any such finding of unenforceability or invalidity shall not prevent the enforcement of said provision in any other jurisdiction to the maximum extent permitted by applicable law.

8. Survival. All of the representations, warranties, covenants, agreements, indemnifications, obligations, duties, and liabilities of Seller and Purchaser set forth in the express provisions of this Assignment, the Purchase Contract, and the other Closing Documents shall survive until December 31, 2001 or until the receipt of good funds representing the last of the Purchased Fees, whichever occurs last, and shall not be deemed merged into the Closing Documents.

9. Interpretation. Any reference on or in this document indicating that it is an attachment or Exhibit to the Purchase Contract described herein shall be disregarded in the construction, interpretation and enforcement of this document. Any such reference has been included only for the reference of the parties to the relevant transactions. Upon the execution and delivery of this document, it is intended to be (and shall become) a final, legal and binding document enforceable with respect to the undersigned notwithstanding any reference herein or hereon to this document's being an Exhibit or Attachment.

10. Assignor agrees that it will not collect or receive the same or any part thereof, nor release or discharge the judgment except as may be provided in the Security Agreement, dealing with additional collateral (assessed on or about even date herewith), without the written consent of the assignee.

above. IN WITNESS WHEREOF, the Seller has caused this Assignment to be executed effective as of the date first stated

SELLER(s) Diana McDonald WITNESS:

Diana McDonald, Individually

Diana McDonald WITNESS:

Printed Name: San Tracy M. Cook Printed Name: _____

Address: 5889 Oakley Ln. Address: _____

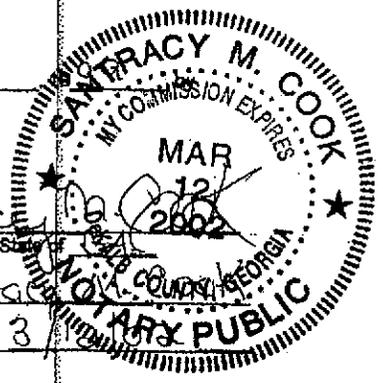
Stn. Mtn. GA 30088

STATE OF GEORGIA)
COUNTY OF FULTON) ss:

This instrument was sworn and subscribed to before me on 20th
Diana McDonald

[SEAL]

San Tracy M. Cook
Notary Public in and for the State of Georgia
Printed Name: San Tracy M. Cook
My Commission Expires: 3/12/2002



SELLER(s) [Signature]
Diana McDonald for the Law Offices of Diana McDonald, P.C.

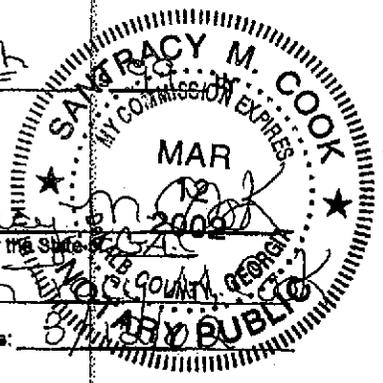
WITNESS: San Tracy M. Cook WITNESS: _____
Printed Name: San Tracy M. Cook Printed Name: _____
Address: 5339 Omapley Ln Address: _____
Stn. 14th GA-30088 Address: _____

STATE OF Georgia)
COUNTY OF Fulton)

This instrument was sworn and subscribed to before me on 20th
Diana McDonald

[SEAL]

San Tracy M. Cook
Notary Public in and for the State of Georgia
Printed Name: San Tracy M. Cook
My Commission Expires: 3/12/2002



NB: Exhibit A

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is made and entered into this 20th day of August, 1999 by the Law Offices of Diana McDonald, P.C., of 34 Peachtree St. NW, Suite 2240 Atlanta, GA 30303 (hereinafter collectively "Grantor") for the benefit of Core Funding Group, LLC, a Delaware limited liability corporation, 5515 Southwyck Blvd., Suite 202, Toledo, OH 43614 ("Secured Party").

As one of the conditions to consummating the transaction contemplated by the "Purchase Contract" dated August 20, 1999, by and between Grantor and Secured Party, Secured Party, has required that Grantor execute and deliver this Agreement as security for the performance of Grantor's obligations under the Purchase Contract. Grantor has agreed to enter into this Agreement, and Grantor's agreement to do so was and is a material inducement to Secured Party to likewise enter into the transaction contemplated by the Contract Documents.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration of the covenants and agreements herein contained, other good and valuable consideration, and the performance by the Secured Party of its obligations under the Purchase Contract, the receipt, adequacy and sufficiency of which are hereby acknowledged and confessed by Grantor, Grantor hereby agrees as follows:

SECTION ONE**DESCRIPTION OF SECURITY PLEDGED****A. Note**

Pursuant to the Note, executed and given by Grantor for value received, Grantor has promised to pay to Secured Party, its assignee or designee on or before the Due Date, the sum of \$124,000.00. The Note is being given as security to Secured Party to secure performance and guarantee payment under the Purchase Contract (i.e. the performance being, inter alia, the assignment to Secured Party of the Purchased Fees as further described in the Purchase Contract, and the actual payment to, and receipt by, Secured Party of the Purchased Fees).

Grantor has delivered to Secured Party (or subsequent to the execution hereof Note, will deliver to Secured Party as soon as possible pursuant hereto), the Note, together with all of the hereinafter-indicated security. Failure to timely deliver as security all of the Collateral pledged hereby shall be an event of default/breach of contract, entitling Secured Party to pursue all legal remedies, including, but not limited to, those provided for hereinafter.

B. Description and Market Value of Collateral Other than Note Securing Performance

1. Grantor hereby pledges all of Grantor's accounts, accounts receivable, contract rights, bank/depository accounts, and general intangibles, and other evidences of amounts owed to Debtor whatsoever, as well as all work in progress/process whether presently existing or hereafter acquired or arising and no matter where located, all of which have been pledged as security for the payment of the Purchased Fees.

2. However, Grantor hereby specifically pledges the attorney fees from the following case(s) as specific collateral for this transaction which together with any proceeds thereof relating thereto, shall be subject to the escrow provisions set forth in Subsection C hereinafter:

- a. Dionne McClain vs. Valuejet Airlines, Inc. et. al. In the Circuit Court of the 11th Judicial Circuit in and for Dade County, Florida Case Number 98-10037 (Alycia Barnes portion)
- b. Dionne McClain et. al. vs. Valuejet Airlines, Inc. et. al. , in the Circuit Court of the 11th Judicial Circuit in and for Dade County Florida Case Number 98-10037. (Markela Ferguson portion)
- c. Emma McGhee Snipes, Executrix of the Estate of Emma Ellen McGhee vs. East Alabama Health Care Authority et. al. in the Circuit Court of Lee County Alabama Case Number CV 98-173

C. Escrow Requirement with Respect to Specifically-Pledged Collateral

With respect to the Collateral specifically pledged in Subsection B2 hereinabove, Grantor hereby agrees that as and when these case(s) are resolved and the attorney fees pledged hereby are paid to Grantor, Grantor shall, in addition to immediately notifying Secured Party of Grantor's receipt of same, immediately place said pledged fees (and any proceeds therefrom or thereof) into an interest-bearing escrow account with SouthTrust Bank, which account shall require the signatures of both Grantor and Secured Party for removal of any funds therefrom. Grantor shall be entitled to receive and use the interest generated thereon, provided Grantor is not in default under this Agreement or any other Contract Document. Grantor shall continue to escrow in the above manner any and all funds received on these specifically-pledged cases until the entire dollar amount necessary to pay Secured Party the Purchased Fees amount in full has been escrowed (plus any agreed-upon costs, expenses, etc. if any), at which time Grantor can either pay over the escrowed funds and satisfy Grantor's obligations under the Purchase Contract or Grantor can leave the funds in the escrow account and continue to utilize the interest thereon until the Due Date for payment of the Purchased Fees. The escrowed funds shall then be released subsequent to Secured Party's receipt of the contracted-for amounts. Regular monthly reports shall be furnished to Secured Party with respect to any escrowed funds. Secured party may consider permitting Grantor to substitute other collateral for the specific attorney fees escrowed, but no funds escrowed pursuant to these provisions shall be removed from the escrow account without Secured Party's express prior written authorization.

In lieu of depositing said funds into and escrow account, Grantor and Secured Party may jointly elect to deposit said specifically-pledged fees into money market

account(s), certificate(s) of deposit, or government or other obligations which shall mature/be capable of liquidation on or before the Due Date, be jointly titled in the names of Grantor and Secured Party, and require both parties' signatures for any removal therefrom, or modification or cancellation thereof.

SECTION TWO

DEFINITIONS

Unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth for same in the Purchase Contract or other Contract Document where defined.

The term "Liabilities" is defined for purposes hereof as the Note, this Agreement, the Assignment, the Purchase Contract between the parties hereto and all other obligations of any kind owed by Grantor to Secured Party, including, but not limited to, any costs/expenses (including attorney fees) associated with enforcement/collection of the assigned assets, the Note and/or disposal of Collateral in the attempt to satisfy same.

The term "Collateral" is defined as all property indicated in the description and/or market value section in Section One of this Agreement, including any distributions with respect thereto and/or proceeds thereof. Provided, however, that all tangible, intangible and other property whatsoever not subject to any security interest is also at risk by Grantor in satisfaction of the liability provided for in the Note and this Agreement.

Unless the context requires otherwise (e.g. the term in question has been previously defined in this or another Contract Document), all terms used herein shall be construed as defined in the Uniform Commercial Code of Ohio and shall have the meaning stated therein.

SECTION THREE

REPRESENTATIONS AND WARRANTIES

All of the representations/warranties made and set forth in the Purchase Contract and other Contract Documents are hereby expressly incorporated herein by reference

All statements made with respect to the Collateral (e.g. existence, title to, value of, etc.) are true and accurate.

Grantor shall not, either before or after the closing on the transaction contemplated by this Agreement and the other Contract Documents, cause or permit any act or omission that could result in any waste, impairment or diminution in the value of the assets conveyed by the Assignment or the Collateral pledged hereby, or which could otherwise negatively affect the practical benefit of Secured Party's bargain obtained under this Agreement and the other Contract Documents.

Grantor will not cause to be placed, or suffer or permit to be placed, any liens, encumbrances, etc. other than Secured Party's, upon the Remaining Balance, the Purchased Fees or any collateral.

SECTION FOUR

DUTIES OF GRANTOR

In addition to any other duties required elsewhere hereunder or under any other Contract Document(s), at any time (and from time to time; upon demand of Secured Party) Grantor, shall: (1) Deliver and pledge to Secured Party, endorsed or accompanied by whatever instrument or assignment, and in whatever form Secured Party may request, any other instrument, document, paper or other writing as Secured Party may specify with respect to the Collateral hereunder; (2) Give, execute or record any notice, document or other paper or writing that Secured Party may request to create or perfect any security interest granted and/or to enable the Secured Party to enforce its rights; (3) Keep and mark all documents, chattel paper and records relating to inventory, accounts, contracts and any other writing that Secured Party may require with respect to the Collateral; (4) Permit the agents or representatives of the Secured Party at any time to inspect the records with respect to the Collateral provided; (5) Cooperate with Secured Party in any manner deemed necessary/desirable by Secured Party to protect Secured Party's investment and/or to perfect its' interest in the Collateral pledged as security hereby; (6) Immediately Notify Secured Party of Grantor's receipt of any specifically-pledged collateral (i.e. Section One (B) (2)) (7) Immediately Notify Secured Party of any breach of contract and/or of the escrow provisions set forth herein in Section One.

Additionally, Grantor's duty to enforce the payment of the Purchased Fees is and shall be absolute and unconditional (as evidenced by the note provisions which permit Secured Party to collect on the Note directly from Grantor in the event of a failure to pay by Defendant/Defendant's insurer(s) for any reason), and Secured Party shall not be required to take any affirmative action whatsoever in any attempt to collect on the Purchased Fees before utilizing the Note, this Agreement and/or the Guaranty to collect from Guarantor and/or any other Maker(s), Guarantors, etc.

SECTION FIVE

FILING FINANCIAL STATEMENTS

Secured Party, in its discretion, may file (and Grantor shall cooperate in the preparation and filing of) one or more financing statements under appropriate Federal or State Laws naming Grantor as debtor and Secured Party as secured party and indicating any and all of the Collateral. Without prior written consent of Secured Party, Grantor shall not file or permit to be filed with respect to the Collateral any financing statement in which Secured Party is not named as the sole secured party.

Secured Party shall have the right, at any time, to execute and file this Agreement as a financing statement, and/or to prepare and file other financing statements as provided for elsewhere herein, but the failure to do so shall not impair the validity or enforceability of this Agreement.

SECTION SIX

COLLATERAL UNDER CONTROL OF SECURED PARTY

If the Collateral, or any part thereof, shall at any time come under the control of the Secured Party or any of its agents, servants or representatives, the Secured Party, in its sole discretion, may transfer or register, in the name of itself or its nominee, any of the Collateral.

Subject to the escrow provisions, set forth in Section One (C) hereinabove, Secured Party shall receive any income, benefits or other rights with respect to the Collateral provided and may treat the Collateral as its own property on such terms as the Secured Party deems best and exercise any power with respect to the Collateral with the same force and effect as though the Secured Party were the absolute owner thereof. The Secured Party need not give notice of its actions described herein and shall not be liable except to account for property actually received by it.

SECTION SEVEN DEFAULT

1. On default of Grantor in connection with any of the Liabilities, including, but not limited to, any breach of any provision of any Contract Document whether such default be that of the Grantor or other party obligated, Grantor shall, on the written request of Secured Party, assemble the Collateral at the place Secured Party designates in its request. Secured Party shall have the same rights and remedies with respect to the Collateral as does a secured party under the uniform commercial code and shall have all rights held by the Grantor with respect to the Collateral.

2. The Grantor shall be in default under this Agreement on the occurrence of any of the following events or conditions:

- a) If Secured Party fails to receive all contracted-for amounts (including the Purchased Fees) from Defendants or Defendants' insurers, on or before the Due Date and/or if the Grantor fails to pay when due any indebtedness secured by this Agreement, either principal or interest;
- b) If the Grantor defaults in the punctual performance of any of the obligations, covenants, terms, or provisions contained or referred to in this Agreement, the Note or any other Contract Document;
- c) If any warranty, representation, or statement contained in this Agreement, or any other Closing Document, or made or furnished to the Secured Party by or on behalf of the Grantor in connection with same, or made or furnished to induce

- the Secured party to make a loan to Grantor, proves to have been false in any material respect when made or furnished.
- d) If there is any loss, theft, substantial damage, destruction, sale or encumbrance of or to any of the Collateral or any assertion or making of any levy, seizure, or attachment of or on the Collateral;
 - e) If the Grantor dies, dissolves, terminates existence, or fails in business; if a receiver is appointed for all or any part of the property of the Grantor; if there is an assignment for the benefit creditors by the Grantor, or if a meeting of creditors of the Grantor is called;
 - f) If any statement of the financial condition of the Grantor or of any guarantor, surety, or endorser of any liability of the Grantor to the Secured Party submitted to the Secured Party by the Grantor or any such guarantor, surety, or endorser proves to be false;
 - g) If the Collateral becomes, in the judgment of the Secured Party, unsatisfactory or insufficient in character or value;
 - h) If any guarantor, surety, or endorser for Grantor defaults in any obligation or liability to the Secured Party;
 - i) If the Secured Party receives notice at any time from any third party that the third party is acquiring or attempting to acquire a security interest of any kind in any of the Collateral that is the subject of this Agreement;
 - j) If the Secured Party learns that Grantor has violated, plans to violate, or has a record or reputation for violating any federal or state law relating to liquor, narcotics, or any commercial crime;
 - k) If Grantor removes or replaces any of the component parts of Collateral and/or materially impairs/lessens the market value of the Collateral;
 - l) If any insurance insuring the Collateral and the respective interests of the parties in the Collateral is canceled for any reason and Grantor fails or refuses to furnish written proof to the Secured Party that Grantor has obtained substitute insurance coverage replacing the canceled policies.
 - m) Failure by Grantor to immediately notify Secured Party of Grantor's receipt of any specifically-pledged collateral under Sections 1(B) and (C); or
 - n) Failure by Grantor to immediately notify Secured Party of any breach by Grantor of the escrow provisions contained in Section (C) or of any other breach of any of the Contract Documents.

SECTION EIGHT

REMEDIES

1. On the occurrence of any event of default which is described in Section Seven hereof or in any of the Contract Documents, and at any time after default, Secured party may declare any and/or all secured and/or unsecured obligations immediately due and payable and may proceed to enforce payment of the obligations and exercise any and all of the rights and remedies provided by the Uniform Commercial Code (including, but not

limited to proceeding against any Collateral pledged hereunder), as well as exercising any and/or all other rights and remedies at law or in equity possessed by Secured Party.

(a) Secured Party shall have the right to remove the Collateral from the premises of Grantor, and, for purposes of removal and possession, Secured Party or its representatives may enter any premises of Grantor without legal process, and Grantor waives and releases Secured Party of and from any and all claims in connection with the actions described in this Subparagraph (a).

(b) Secured Party may require Grantor to assemble the Collateral and make it available to Secured Party at any place to be designated by Secured Party that is reasonably convenient to both parties. Unless the Collateral is perishable, threatens to decline speedily in value, or is of a type customarily sold on a recognized market, Secured Party shall give Grantor reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition of the Collateral is to be made. The requirements of reasonable notice shall be met if the notice is mailed, postage prepaid, to the address of Grantor shown at the beginning of this Agreement at least five days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling, or the like shall include Secured Party's reasonable attorney's fees and legal expenses.

(c) All rights and remedies of the Secured Party under this Agreement are cumulative with any right or remedy that Secured Party may have at law or in equity or under any other contract or document for the enforcement of the security interest created in this Agreement or the collection of the debt, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies.

SECTION NINE

COST OF COLLECTION

Grantor shall pay to Secured Party all expenses incurred by Secured Party, including reasonable attorneys fees and costs expended by Secured Party in enforcing any of the provisions of this Agreement and/or any other Contract Document(s).

SECTION TEN

ACCELERATION CLAUSE/DEFAULT RATE

In addition to any other rights/remedies set forth in this Agreement, and/or any of the other Contract Documents, and in addition to any other rights/remedies Secured Party may have in law/equity, if Grantor fails to timely furnish the Collateral provided for herein, to effectively make payment of the Note as and when due (e.g. on the Due Date, or, if applicable, on the Extended Due Date), or upon the happening of any other event of

default, then all sums payable to Secured Party under the Purchase Contract and/or the other Contract Documents (including but not limited to, the Note) shall be immediately accelerated and due and payable to Secured Party/its Assignee or designee. In the event of such an acceleration, then interest shall immediately begin to run and be due and payable on the outstanding Principal Amount of the Note/outstanding balance of the Purchased Fees, at the Default Rate of 0.80% (eight-tenths of one percent) interest per ten (10) day period thereafter until full satisfaction of the obligation.

SECTION ELEVEN

WAIVER OF PRESENTMENT, PROTEST AND NOTICE OF DISHONOR

Grantor waives presentment, protest and notice of dishonor and Grantor waives any rights to all other notices or demands that might otherwise be required by law, or to which Grantor might otherwise be entitled.

SECTION TWELVE

USUARY SAVINGS CLAUSE

It is the intention of Secured Party and Grantor that provisions of the Purchase Contract and the other Contract Documents constitute a purchase and sale and absolute and unconditional assignment of all of Seller's right, title and interest in and to the Purchased Fees and is not, nor should it be construed to be, a loan. Nor should the Note and/or Guaranty executed on even date herewith be construed to be a loan, as same are being given merely as security to ensure the payment of the Purchased Fees. Nonetheless, in order to protect against any conceivable determination that the conveyance was not effective, in the event of a determination by any Court or other trier of fact that the subject transaction does constitute a loan rather than a sale, it is the intent of Secured Party and Grantor to conform to and contract in strict compliance with applicable usury law from time to time in effect. In such event, all agreements between Secured Party and Grantor are hereby limited by the provisions of this paragraph which shall override and control all such agreements, whether now existing or hereafter arising and whether written or oral. In no way, nor in any event or contingency (including, but not limited to prepayment, default, demand for payment, or acceleration of the maturity of any obligation) shall the rate of interest taken, reserved, contracted for, charge or received under this Agreement or the other Contract Documents or otherwise, exceed the Maximum Lawful Rate (defined below). If, from any possible construction of any document deemed by the trier to be a loan, interest would otherwise be payable in excess of the Maximum Lawful Rate, any such construction shall be automatically reformed and the interest payable shall be automatically reduced to the Maximum Lawful Rate, without the necessity of

execution of any amendment or new document. As used herein, the term "Maximum Lawful Rate" means the maximum nonusurious rate of interest per annum permitted by whichever applicable law permits the higher interest rate for business or commercial transactions.

SECTION THIRTEEN

INCORPORATION BY REFERENCE

All of the terms and provisions of the Purchase Contract and other Contract Documents are hereby incorporated herein by reference.

Grantors: [Signature]
Diana McDonald, Individually

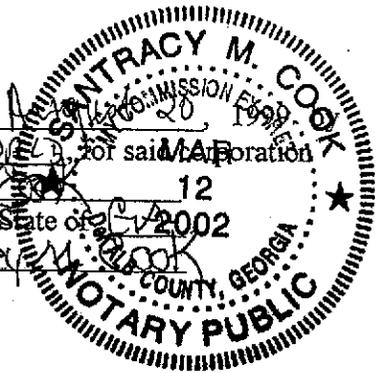
[Signature]
Diana McDonald for the Law Offices of
Diana McDonald, P.C.

State of GEORGIA)

County of FULTON) ss:

This instrument was sworn and subscribed to before me on April 20, 2002 at Atlanta, Georgia, for said Incorporation of DIANA McDONALD, Individually and DIANA McDONALD, for said Incorporation

[Signature]
Notary Public in and for the State of GA
Printed Name: Santtracy M. Cook



GEORGIA FULTON COUNTY FILED AND RECORDED

CTY.# YEAR UCC#

060199917328

1A. Debtor Name and Mailing Address: Individual (Last, First, Middle Name) Business (Legal Business Name)

The Law Offices of Diana McDonald, 34 Peachtree St. N.W. Suite 2240 Atlanta, GA 30303

SEP-3 AM 11:14 JUANITA HICKS CLERK, SUPERIOR COURT

EXHIBIT H

1B. Enter Social Security / Tax ID # 58-2039349 1C. Check if exempt under Item 6

2A. Debtor Name and Mailing Address: Individual (Last, First, Middle Name) Business (Legal Business Name)

McDonald, Diana 34 Peachtree St. N.W., Suite 2240 Atlanta, GA 30303

ABOVE SPACE FOR RECORDING INFORMATION ONLY

2B. Enter Social Security / Tax ID # 088-54-5199 2C. Check if exempt under Item 6

3A. Debtor Name and Mailing Address: Individual (Last, First, Middle Name) Business (Legal Business Name)

5. Assignee Name and Mailing Address: Individual (Last, First, Middle Name) Business (Legal Business Name)

3B. Enter Social Security / Tax ID # 3C. Check if exempt under Item 6

4. Secured Party Name and Mailing Address: Individual (Last, First, Middle Name) Business (Legal Business Name)

Core Funding Group, LLC 5515 Southwyck Blvd. Suite 202 Toledo, OH 43614

6. Exceptions for Social Security/Tax ID# - O.C.G.A. 11-9-402(9): Financing Statement filed to perfect a security interest in collateral already subject to a security interest in another jurisdiction when it is brought into this state or when the debtor's location is changed to this state, or the debtor is not required to have such a number.

7. Check ONLY if BOTH: (I) Collateral is consumer goods as defined in O.C.G.A. 11-9-109 and (II) the secured obligation is originally \$5,000 or less, and give maturity date (MONTH/DAY/YEAR) or state "None"

8. Check ONLY if applicable: A. Collateral on Consignment. B. Collateral on Lease.

9A. This financing statement covers the following types or items of collateral:

Please see attached exhibit A

9C. Enter collateral code(s) from back of form that best describes collateral covered by this filing:

0100 0400

PLAINTIFF'S EXHIBIT 6

9D. Number of additional sheets presented: 1

9B. Products of collateral are also covered.

10. Check if applicable and include reasonable description of the real estate in Item 9A: A. Crops growing or to be grown. B. Minerals or the like (including oil and gas) or accounts subject to O.C.G.A. 11-9-103(5). C. Fixture filing pursuant to O.C.G.A. 11-9-313.

11. Name of the Record Owner(s) or Record Lessee(s) (if debtor does not have an interest of record in the real estate):

12. County or Counties in which the affected real estate is located (Must be identified if filing covers crops, mineral or fixtures):

13. This statement is filed without the debtor's signature to perfect a security interest in collateral (check only if applicable):

- A. already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state; B. which is proceeds of the original collateral described above in which a security interest was perfected; C. as to which the filing has lapsed; D. acquired after a change of debtor's name, identity or corporate structure; or E. described in a security agreement / real estate mortgage attached hereto in accordance with O.C.G.A. 11-9-402(1).

14. Signature(s) of Debtor(s) Diana McDonald, Also Diana McDonald, P.C. Diana McDonald, Individually

15. Signature(s) of Secured Party(ies) Herman B. ...

16. Return Copy To: Name and Address Core Funding Group, LLC 5515 Southwyck Blvd. Suite 202 Toledo, OH 43614

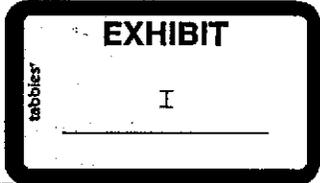
Exhibit A

This Financing Statement both: (i) serves as an information/notice filing with respect to the pledging as security by Debtor to Secured Party of certain payments, monies and/or accounts due/to become due to Debtor, as follows; and (ii) covers all the right title, estate, interest, power, privilege and benefit of Debtor (if any) in, to and under all of the following, which have been pledged by Debtor as security for the repayment of the amounts owed by Debtor to Secured Party under that certain Loan Contract between the parties dated August 20, 1999 as evidenced by that certain Cognovit Business Note dated August 20, 1999 and executed in favor of Secured Party by Debtor:

- a) All of Debtor's Accounts Receivable ("A/R's"), including all A/R's hereinafter acquired or arising hereinafter
- b) All of Debtor's rights, regardless of how denominated (e.g. as attorney fees, contingent fees, contract rights, general intangibles, etc.), to collect money as attorney fees, pursuant to a written fee agreement and/or under quantum meruit or other equitable theories, for legal services rendered by Debtor for, or on behalf of, Alycia Barnes and/or Markela Ferguson, or both, in the case of Dionne McClain vs. Valujet Airlines, Inc. et. al., in the Circuit Court of the 11th Judicial Circuit in and for Dade County Florida Case Number 98-10037, (the "Valujet Case"); and all of Debtor's rights, regardless of how denominated (e.g. as attorney fees, contract fees, contract rights, general intangibles, etc.) to collect money as attorney fees, pursuant to a written fee agreement or under equitable theories, for legal services rendered by Debtor in the case of 1) Emma McGhee Snipes, Executrix of the Estate of Emma Ellen McGhee vs. East Alabama Health Care Authority et. al. in the Circuit Court of Lee County Alabama Case Number CV 98-173 (the "McGhee Case") and also all of Debtor's accounts, accounts receivable, contract rights, bank/depository accounts, and general intangibles, and other evidences of amounts owed to Debtor whatsoever, as well as all work in progress/process whether presently existing or hereafter acquired or arising and no matter where located, all of which have been pledged as security for the payment of the Purchased Fees.

CORE FUNDING GROUP, L.L.C.

5515 Southwyck Blvd., Suite 202
Toledo, Ohio 43614
(419) 865-4404 1-800-481-7742
FAX: (419) 865-4645



FACSIMILE TRANSMITTAL SHEET

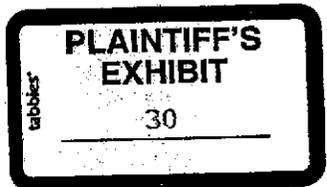
TO:	FROM:
Margret	Thomas Eumick
COMPANY: Gary, Williams, Parenti, Finney, Lewis, McManus & Watson	DATE: 8-25-99
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
(561) 220-3343	4
PHONE NUMBER:	RE:
(561) 283-8260	Acknowledgment Letter

- URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY

Confidentiality Notice

This material is intended for the individual or entity to which it is addressed. It may contain privileged and/or confidential information which may be exempt from disclosure under applicable laws. If you are not the intended recipient, you are strictly prohibited from disseminating or distributing this material, other than to the intended recipient. If you have received this communication in error, please telephone us immediately and then return this material (and all copies) by mail to the above address. On request, we will reimburse you for reasonable cost of return. Thank you.

Comments/Notes/ In order for us to conclude our recent financing transaction with Diana McDonald, Mr. Gary will need to sign and return this acknowledgment letter to the above address. Should you have any questions, please feel free to call myself or Juan Martinez. Thank you for your assistance in this matter.



Core Funding Group, LLC

5515 Southwyck Blvd., Suite 202
Toledo, Ohio 43614
419-865-4404
1-800-481-7742
Fax: 419-865-4645

August 25, 1999

Mr. Willie E. Gary, Esq.
Gary, Williams, Parenti, Finney, Lewis,
McManus & Watson
221 E. Osceola St.
Stuart, FL 34994

Re: Assignment by the Law Offices of Diana McDonald P.C. ("McDonald, P.C.") to Core Funding Group, LLC ("Core") of a portion of that firm's share of the contingency fee in the case of:

Dionne McClain, et. al. vs. Valujet Airlines, Inc. et. al.

Case Number: 98-10037-CA10, 11th Judicial Circuit Court in and for Dade County, Florida (the "Valujet" Case)

Assigned Amount this Transaction: \$ 124,000.00. (The next \$124,000.00 following the first \$124,000, assigned April 29, 1999, out of the total of all attorney fees due and payable to the Law Offices of Diana McDonald, P.C., for a total of \$248,000)

Total Amount to be Paid over to Core: \$248,000

Dear Mr. Gary:

It is our understanding that you/your law firm are lead counsel in the above-described pending litigation, of which Diana McDonald, P.C. will be entitled, as co-counsel, to 40% of any contingency fees earned in said case. **The purpose of this letter is twofold: 1) to confirm certain representations made by attorney McDonald, as an authorized representative of McDonald, P.C., to Core regarding the above-described case in connection with a proposed financing transaction between McDonald, P.C. and Core; and 2) to have you/your firm, as payee of the attorney fees due/to become due in the above-described case, acknowledge and agree to withhold and pay over directly to Core, immediately following your firm's receipt of such contingency attorney fee, the total sum of \$248,000 (\$124,000 from the original transaction between Core and attorney McDonald dated April 29, 1999, and \$124,000 for this transaction) out of the total of all attorney fees due/to become due and payable to McDonald, P.C. and/or Diana McDonald, individually, out of the attorney fees earned in the above-described case.**

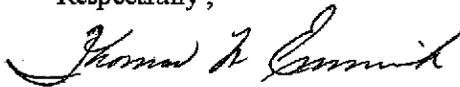
With respect to item #1 above, we need for you to confirm, via your signature hereto, the following:

- a) that, to the best of my knowledge, the Defendants in the Valujet Case have sufficient insurance coverage with money currently on deposit, to pay the outstanding anticipated claims.
- b) that, to the best of your knowledge, there has been no denial of coverage or defense, under a reservation of rights by any of said insurers, such that there would be inadequate funds available to pay any potential negotiated settlement or judgment by your Plaintiffs against the Defendants in said case;
- c) that you/your firm has/have already settled similar cases against these very Defendants arising out of the same airplane crash which is the subject matter of the above-described case (the crash of Valujet Flight #3592, S/N 47377, on or about May 11, 1996);
- d) that, based upon your experience in settling those other cases, you have valued the claims of your clients in this case (for which attorney fees would be allocable to McDonald, P.C.) to be approximately \$3 million, out of which your firm would be entitled to approximately \$1 million, and McDonald, P.C., would be due and payable out of your \$1 million fee, the 40% co-counsel fee (or approximately \$400,000);
- e) that you anticipate this case settling within one year;
- f) that, based upon your previous experiences in similar related Valujet cases, you would expect the above-described case to settle rather than proceed to trial; and,
- g) that you have received no notices of any liens, claims, etc. against the fees payable to McDonald, P.C. out the Valujet Case (except for Core's prior lien for \$124,000 arising out of the April 29, 1999 transaction).

It is the intent of this document to absolutely, unconditionally and irrevocably transfer and assign to Core Funding Group, LLC, all of the Firm's right, title and interest to receive from the above-referenced case to the extent of the Purchased Fees for both the April 29, 1999 transaction and the August 20, 1999 transaction (i.e. the first \$248,000.00 in attorney fees payable to the McDonald, P.C. Firm). Thus, Core is hereby requesting that, upon your receipt of this Assignment, you change your records to reflect the Payee for the Purchased Fees (i.e. the first \$248,000 received) to: Core Funding Group, LLC, 5515 Southwyck Blvd., Suite 202, Toledo, OH 43614. In the event that Core receives the amount of the purchased Fees from the McDonald, P.C. Firm prior to your settlement of the within referenced case, Core will notify you and execute a Release reflecting same.

Please execute and return, in the enclosed self-addressed stamped envelope, the attached written confirmation indicating that you have received this letter of direction and intend to comply herewith.

Respectfully,



Thomas F. Emmick
Core Funding Group, LLC

I. Confirmation

The undersigned hereby confirms the above information and states that same is true and correct to the best of the undersigned's knowledge, information, and belief.

Gary, Williams, Parenti, Finney, Lewis, McManus & Watson

By: Willie E. Gary, Authorized Signatory

II. Acknowledgment of Assignment

We have received your letter of direction dated August 25, 1999 which evidences an Assignment of all of the McDonald P.C. Firm's right, title and interest in and to the Purchased Fees in the amount of \$248,000.00 (i.e. the first \$248,000.00 in attorney fees payable to the McDonald P.C. Firm -- \$124,000 from the April 29, 1999 transaction between Diana McDonald and Core and \$124,000 from the August 20, 1999 transaction between Diana McDonald and Core) due and payable to the McDonald P.C. Firm on account of the above-described Valujet Case detailed herein. We have changed our records to reflect the payee and mailing address for said Purchased Fees to: Core Funding Group, LLC, 5515 Southwyck Blvd. Suite 202, Toledo, OH 43614

By : _____ Dated: _____
Willie E. Gary for the Law Firm of
Gary, Williams, Parenti, Finney, Lewis
McManus & Watson

STATE OF FLORIDA)
)SS:
COUNTY OF _____)

This instrument was sworn and subscribed to before me on _____
19____ by _____.

[SEAL]

Notary Public in and for the State of _____
Printed Name: _____
My Commission Expires: _____

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing *Supplement to Merit Brief of Appellee Core Funding Group, LLC* was sent this 30th day of October, 2006, via ordinary U.S. Mail, to: Appellants Diana McDonald, 2633 Winzley Place, Duluth, Georgia 30097 and Diana McDonald, P.C., 2800 Peachtree Industrial Boulevard., Suite C, Duluth, Georgia 30097; and to Rick E. Marsh, Esq., Attorney for Appellees Willie Gary and Gary, Williams, Lane, Alton & Horst, 175 South Third Street, Suite 700, Columbus, OH 43215; and to Paige J. McMahon, Esq., Attorney for Appellees Willie Gary and Gary, Williams, Parenti, Finney, Lewis, McManus & Watson, Spetnagel & McMahon, 42 East Fifth Street, Chillicothe, Ohio 45601-3302.



Jack J. Brady
An Attorney for Appellee