

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE
COUNTY, FLORIDA

CASE NO.:

ALLAN TEH,

On a derivative basis as a partner of,

KS LAW GROUP, a District of Columbia
Limited Liability Partnership

Plaintiff(s),

v.

LEE MELCHIONNI, individually,
SYLVIA BENITO, individually,
PERSIST COMMUNICATIONS, INC., a Florida
Corporation,
THE LAKE LAW FIRM, a New York Limited
Liability Company,

Defendants

and

KS LAW GROUP, a District of Columbia Limited
Liability Partnership

Nominal Defendant.

_____ /

DERIVATIVE COMPLAINT

Plaintiff, ALLAN TEH (“Teh”) as the fifty percent (50%) owner of KS Law Group, LLP (“KS Law” or “Partnership”) files this derivative suit on behalf of KS Law against Defendants, LEE MELCHIONNI (“Melchionni”), SYLVIA BENITO (“Benito”), PERSIST COMMUNICATIONS, INC (“Persist”), THE LAKE LAW FIRM, LLC (“Lake Law Firm”)

(hereinafter, collectively “Defendants”), and Nominal Defendant KS Law Group, LLP, and in support thereof alleges as follows:

PARTIES, JURISDICTION AND VENUE

1. This action is for damages, declaratory relief and equitable relief in excess of the minimum jurisdictional limits of this Court.
2. Plaintiff, Allan Teh, is a citizen and resident of the State of Florida. His current residential address is located in Miami-Dade County, Florida.
3. Nominal Defendant, KS Law Group, LLP is a District of Columbia Limited Liability Partnership which operates in the State of Florida, maintains bank accounts in the State of Florida, and whose principals all reside in the State of Florida.
4. Defendant, Lee Melchionni, is a citizen and resident of the State of Florida and is currently a managing partner of KS Law with a twenty-five percent (25%) ownership interest in KS Law. His current residential address is located in Miami-Dade County Florida. His apparent business address is 20900 NE 30th Ave., Miami, FL 33180.
5. Defendant, Sylvia Benito, is a citizen and resident of the State of Florida and is currently a Managing Partner of KS Law with a twenty-five percent (25%) ownership interest. Her current residential address is located in Miami-Dade County Florida. Her apparent business address is 20900 NE 30th Ave., Miami, FL 33180.
6. Persist Communications, Inc. is a Florida Corporation formed in the State of Florida and doing business in the state of Florida. Persist’s current office and the place of

operation is located in Broward County Florida - specifically, 1815 Cordova Road, Fort Lauderdale, FL 33316.

7. Persist's President and Registered Agent is Edward Lake ("Mr. Lake"). Mr. Lake's address as President and Registered Agent of Persist is the same principal address as Persist and The Lake Law Firm - 1815 Cordova Road, Fort Lauderdale, FL 33316. See attached Persist Annual Report filed on January 20, 2023 as **Exhibit 1** and Lake Law invoice dated 9/1/2021 as **Exhibit 2**.
8. Lake Law Firm, LLC, upon information and belief, is a New York law firm with operations in the State of Florida. Lake Law firm has an office located in Broward County Florida and issues invoices regarding alleged services with the 1815 Cordova Road, Fort Lauderdale, FL 33316 office address on its invoices. See **Exhibit 2**.
9. As more fully set forth herein, Lake Law Firm has purposefully availed itself of the privilege of conducting activities within Florida and is therefore under the jurisdiction of this Court. As set out herein and pursuant to F.S. §48.193 et seq., Lake Law Firm is subject to specific personal jurisdiction because Lake committed multiple acts and breaches enumerated in F.S. §48.193(1) including, but not limited to: operating, conducting, engaging in, and carrying on a business or business venture in Florida, Lake Law Firm has an office in Florida, has committed a tortious act within the State of Florida and has breached and is continuing to breach agreements in Florida by failing to perform acts required by the agreements to be performed in Florida.

10. This venue and forum are appropriate based upon F.S. § 47.011 and F.S. § 47.051 and also because virtually every act, breach and transaction set out in this Complaint occurred in Miami-Dade County Florida. To the extent other acts, breaches and transactions are stated within this complaint, those occurred in Broward County Florida. Moreover, the overwhelming majority of fact witnesses are located in Miami-Dade County, Florida.

GENERAL ALLEGATIONS

11. KS Law was formed on August 24th, 2021, upon the execution of the Partnership Agreement. See *Partnership Agreement attached as **Exhibit 3***.
12. At all times material hereto, KS Law had three “Managing Partners” each owning a certain equity interest, as set forth below:
- a. Lee Melchionni, Esq. (25% Ownership Interest)
 - b. Sylvia Benito (25% Ownership Interest)
 - c. Allan Teh (50% Ownership Interest)
13. Pursuant to Section 4 of the Partnership Agreement KS Law’s “sole purpose is to engage in the practice of law.”
14. KS Law was to partner with co-counsel and trial-counsel in order to obtain, work-up, and handle various mass tort injury cases which were represented to include:
- a. Hernia Mesh Injury Cases;
 - b. Round Up Toxicity Cases;
 - c. 3M Ear Plug Injury Cases; and
 - d. Talcum Powder Toxicity Cases.

15. Further, pursuant to Section 12 of the Partnership Agreement “[i]t is expressly understood” that Teh would underwrite and fund the activities of KS Law.
16. On September 3rd, 2021, Teh, in compliance with his duties to the Partnership, wired \$4 million as a capital contribution into the KS Law Account at Chase Bank (Acct. Ending in ***6138) at the direction of his fellow Partners, Melchionni and Benito.
17. Teh’s \$4 million capital contribution constitutes KS Law’s entire working capital.
18. Despite Teh funding the entirety of KS Law’s operations his fellow partners, Melchionni and Benito, have continuously left Teh in the dark on substantive management decisions of KS Law.
19. Melchionni and Benito, each unilaterally and amongst themselves and with absolutely no authority, have hijacked the management of KS Law and have treated Teh as mere investor rather than a 50% owner and partner of KS Law.
20. Managing Partners, Melchionni and Benito, for their own pecuniary gain, and acting in concert with Defendants Persist and Lake Law, have misappropriated the entirety of KS Law’s working capital and breached their fiduciary duties to the Partnership through fraudulent conduct which has led to the unjust enrichment of Persist and Lake Law.
21. Melchionni and Benito are both partners in at least five (5) other D.C. law firms that handle similar cases.
22. Upon information and belief, Melchionni, Benito, and Lake Law have been siphoning “good” cases from KS Law and transferring the cases to Defendant,

Lake Law, and other law firms in which Melchionni and Benito are partners or have a financial interest.

23. Lee Melchionni is the “Legal Managing Partner” of KS Law. In Melchionni’s capacity as the “Legal Managing Partner” his duties include:
 - a. Providing “legal support to work up, qualify, process, manage, and settle cases”;
 - b. Being “responsible for case related expenses, including the use of third party vendors to accomplish these tasks”; and
 - c. Payment of the “cost of acquiring and maintaining malpractice and general liability insurance . . . for KS Law Group, LLP”;
24. There is no evidence that Melchionni fulfilled or understood any of these duties.
25. Sylvia Benito is a “non-lawyer” partner of KS Law with “the authority over marketing Partnership Activities, and provide other professional management services” which “include securing financing and funding, identifying emerging trends in litigation, planning and implementing marketing and branding of the Partnership,” and “obtaining new clients and cases.”
26. There is no evidence that Benito fulfilled or understood any of these duties.
27. Despite Melchionni and Benito’s representations that Teh’s \$4 million contribution would be utilized for the acquisition and management of these mass-tort cases, the truth of the matter is that a mere **thirteen days after the funds were deposited into** KS Law’s bank account it was transferred out to an entity with whom KS Law has no written agreement.

28. Specifically, on September 16th, 2021, \$3,880,000 was transferred from KS Law's Chase bank account to Defendant, Persist's, TD Bank account ending in ***2721. See **Exhibit 2**.
29. Defendants, Melchionni and Benito, with absolutely no authority or legitimate reason transferred essentially all of KS Law's working capital to a third-party (Defendant Persist) with no known contract or agreement in place.
30. Further, Teh, as the 50% owner of KS Law was not informed of the transfer at that time or any appropriate time thereafter.
31. It was only until the Fall of 2022, approximately one (1) year following those transfers, that Teh finally received documents obliquely referencing said transfer. To wit: a one-and-a-half-page invoice from Lake Law "to" KS Law for \$3,880,000.00. See **Exhibit 2**.
32. The transfer of \$3,880,000 of KS Law's funds to Persist was made at the direction of Melchionni, Benito, and Lake Law.
33. The purpose of this transfer is not yet known since Persist appears to be a communications or marketing company. Again, there is no known contract between KS Law and Persist.
34. Persist has failed to account or provide any benefit to KS Law in exchange for the \$3,880,000 payment.
35. On October 18th, 2021, approximately two (2) months after KS Law was formed, Melchionni represented that KS Law had:
 - a. 155 Round Up Cases;

- b. 200 Talcum Powder Cases;
 - c. 212 Hernia Mesh Cases; and
 - d. 212 3M Earplug Cases. See *October 18th Email as Exhibit 4.*
36. Benito represented that KS Law's Talcum Powder cases alone would bring in a total of \$2,978,000.00 in revenue to KS Law. See *redacted July 11th, 2022, Excel Spreadsheet attached as Exhibit 5.*
37. A mere three (3) months later, the represented number of Talcum Powder Cases KS Law had was whittled down to only 59. See *October 14th, 2022 Email attached as Exhibit 6.*
38. This represents a 70% drop-off from the original 200 Talcum Powder cases Melchionni and Benito represented KS Law to have.
39. The representations made by both Melchionni and Benito regarding the cases KS Law had and KS Law's entitlement to any settlement fees were false and fraudulent and Melchionni and Benito knew these were false representations at the time they made them.
40. Melchionni himself has admitted that **KS Law does not have a single retainer agreement in place.** Nor does KS Law have any agreements as co-counsel, referring counsel, or trial counsel.
41. It is important to note that Rules 1.5(c) and 1.5(e) of Rules of Professional Conduct governing D.C. law firms explicitly state:
- 1.5(c)** A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by paragraph (d) or other law. **A contingent fee agreement shall be in writing** and shall state the method by which the fee is to be determined, including the percentage or

percentages that shall accrue to the lawyer in the event of settlement, trial, or appeal, litigation, other expenses to be deducted from the recovery, whether such expenses are to be deducted before or after the contingent fee is calculated, and whether the client will be liable for expenses regardless of the outcome of the matter. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter, and if there is a recovery, showing the remittance to the client and the method of its determination.

1.5(e) A division of a fee between lawyers who are not in the same firm may be made only if:

(1) The division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation.

(2) **The client is advised, in writing**, of the identity of the lawyers who will participate in the representation, of the contemplated division of responsibility, and of the effect of the association of lawyers outside the firm on the fee to be charged;

(3) The client gives informed consent to the arrangement; ***and***

(4) The total fee is reasonable.

42. As stated above, KS Law is not party to any known fee agreement and upon information and belief no “client” has ever been informed of KS Law’s involvement in their case.
43. On December 18th, 2022, Melchionni on behalf of the Partnership executed a “Case Replacement Agreement” with Lake Law. See *Case Replacement Agreement attached as Exhibit 7*.
44. Although \$3,880,000 was deposited into Persist’s TD bank account and Persist and Lake Law are separate and distinct entities, the Case Replacement Agreement claims that the \$3,880,000 was actually paid to Lake Law rather than Persist. See ***Exhibit 7***.

45. The agreement contains several admissions that Melchionni and Benito's representation of the number of cases KS Law had were false.
46. Specifically, the Case Replacement Agreement appears to be Defendant's attempt to backtrack their representations and "replace" cases that KS Law never had in the first place.
47. The agreement itself admits that "Lake has not delivered equivalent value in cases."
48. For example the Case Replacement Agreement states that "Lake agrees that KS is owed 200 Talcum Powder cases."
49. To date, KS Law has not been provided evidence of these "replacement cases" nor received any return on the benefits provided to Lake Law and Persist.
50. On March 3rd, 2023, despite the multiple previous representations made by Melchionni and Benito, the "drop-off" in KS Law cases was astounding and was now represented that KS Law had:
 - a. 152 3M Ear Plug Cases;
 - b. 142 Hernia Mesh Cases;
 - c. 75 Round Up Cases; and
 - d. **9 Talcum Powder Cases**. See *March 3, 2023 email attached as Exhibit 8*.
51. This represents a 51% drop-off in cases previously represented by Melchionni and Benito and a 96% drop-off from KS Law's original amount of Talcum Powder cases.

52. On April 13th, 2023, Johnson & Johnson announced an 8.9 Billion Dollar settlement offer to claimants in Talcum Powder Cases. *See attached press release as **Exhibit 9**.*
53. Melchionni, as the Legal Managing Partner of KS Law, provided no update on this settlement nor any clarity on the amount of Talcum Power Cases KS Law currently has.
54. Melchionni has breached his fiduciary duties to KS Law not only by misappropriating the working capital of KS Law but openly admitting that KS Law does not hold general or professional liability insurance required under the Partnership Agreement.
55. Nor does KS Law have a “Interest on Lawyer Trust Account” (“IOLTA”) required by the D.C. Rules of Professional Conduct
56. The notion that this formerly multi-million-dollar law firm would be obtaining and handling hundreds of personal injury cases without a single retainer agreement, a single contingent fee agreement, and having no general or professional liability insurance is shocking and clearly demonstrates the breaches alleged herein.

**DEMAND ON KS LAW GROUP, LLP’S MANAGING PARTNERS
IS EXCUSED AS FUTILE**

57. Plaintiff has not made a formal demand on the general partners of KS Law to investigate or initiate the claims asserted herein because such demand is excused as futile.
58. As detailed herein, the actions that have directly damaged KS Law arise out of the conduct of general partners Melchionni and Benito.

59. Pursuant to Section 26 of the Partnership Agreement “all determinations, decisions, approvals, and actions affecting the Partnership and its business and affairs shall be determined, made, approved, or authorized **only by the affirmative vote of 66 2/3% of the total, combined ownership interests.**”
60. Together, Defendants, Melchionni and Benito, hold a 50% ownership interest in KS Law and based on their breaches of fiduciary duty and fraudulent conduct to request they investigate their own wrongdoings would be inappropriate and futile.

COUNT 1
DERIVATIVE CLAIM FOR THE EQUITABLE APPOINTMENT OF A RECEIVER

61. Plaintiff re-alleges and incorporated by reference paragraphs 1 through 60 as if fully set forth herein.
62. This is an action for the appointment of a receiver for KS Law pursuant to the inherent equitable powers of this Court.
63. The basis for the appointment of a receiver over KS Law is predicated upon the various wrongful acts and conduct of Defendants, Melchionni and Benito, in breaching the Partnership Agreement and their fiduciary duties, including but not limited to:
- a. Misrepresentation of the number of cases KS Law had;
 - b. Misappropriation of Partnership Funds in the form of transferring \$3,880,000 to Defendant, Persist;
 - c. Failure to maintain general or professional liability insurance;
 - d. Failure to maintain and IOLTA account; and

- e. Failure to have a single retainer, co-counsel, or referring counsel agreement in place.
64. Further, given the gravity and extent of misconduct by Melchionni and Benito, they should be permanently removed as partners in KS Law.
65. Based on the foregoing, KS Law is entitled to the appointment of a receiver to manage the affairs of KS Law and who shall have all the powers and duties required to effectuate that management.
66. Accordingly, in order to preserve KS Law and protect it from further waste and damage, the Plaintiff seeks the appointment of a receiver over KS Law, and for an order conferring upon such receiver all powers and authority by law

WHEREFORE, Plaintiff respectfully requests this Court enter an Order appointing a receiver to manage the affairs of KS Law Group, LLP, permanently expel Melchionni and Benito from the Partnership, award attorneys' fees and costs, and any such further relief this Court deems just and proper.

COUNT 2
DERIVATIVE CLAIM FOR CONSTRUCTIVE FRAUD
(AS TO LEE MELCHIONNI)

67. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 60 as if fully set forth herein.
68. Melchionni holds a 25% ownership interest in KS Law.
69. At all times material hereto, there has been a relationship of trust and confidence between Melchionni, on the one hand, and KS Law on the other hand.

70. At all times material hereto, Melchionni has served as the Legal Managing Partner of KS Law.
71. As alleged herein, Melchionni has committed constructive fraud by, among other things, participating in self-dealing, fraudulent transactions whereby transferring essentially all of KS Law's working capital to Defendant, Persist, without any known agreement in place. Further, Melchionni has siphoned "good" cases away from KS Law for his own pecuniary gain damaging and continuing to damage KS Law.
72. By virtue of Melchionni's fiduciary relationship, Melchionni had the continuing duty of care, honesty, and loyalty to KS Law and his fellow Partners which he has blatantly ignored and breached.
73. Melchionni's knew or should have known that his conduct and inaction would necessarily damage KS Law.
74. Melchionni's material breaches of his duties have proximately caused serious damage to KS Law. All such damages proximately result from Melchionni's breaches of his duties

WHEREFORE, Plaintiff, on behalf of KS Law, respectfully requests that this Court appoint a receiver over KS Law and its assets, and enter a judgment against Lee Melchionni for all damages, plus interest, costs, and attorneys' fees, and any such further relief this Court finds just and proper.

COUNT 3
DERIVATIVE CLAIM FOR CONSTRUCTIVE FRAUD
(AS TO SYLVIA BENITO)

75. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 60 as if fully set forth herein.
76. Benito holds a 25% ownership interest in KS Law.
77. At all times material hereto, there has been a relationship of trust and confidence between Benito, on the one hand, and KS Law on the other hand.
78. At all times material hereto, Benito has served as a Non-Lawyer Partner of KS Law.
79. As alleged herein, Benito has committed constructive fraud by, among other things, participating in self-dealing, fraudulent transaction whereby transferring essentially all of KS Law's working capital to Defendant, Persist, without any known agreement in place. Further, Benito has siphoned "good" cases away from KS Law for her own pecuniary gain damaging and continuing to damage KS Law.
80. By virtue of Benito's fiduciary relationship, Benito had the continuing duty of care, honesty, and loyalty to KS Law and his fellow Partners which she has blatantly ignored and breached.
81. Benito knew or should have known that her conduct and inaction would necessarily damage KS Law.
82. Benito's material breaches of her duties have proximately caused serious damage to KS Law. All such damages proximately result from Benito's breaches of his duties

WHEREFORE, Plaintiff, on behalf of KS Law, respectfully requests that this Court appoint a receiver over KS Law and its assets, and enter a judgment against Sylvia Benito

for all damages, plus interest, costs, and attorneys' fees, and any such further relief this Court finds just and proper.

COUNT 4
DERIVATIVE CLAIM BREACH OF FIDUCIARY DUTY
(AS TO LEE MELCHIONNI)

83. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 60 as if fully set forth herein.
84. Melchionni holds a 25% ownership interest in KS Law.
85. At all times material times hereto, Melchionni served as the "Legal Managing Partner" of KS Law, and, as a result, owed KS Law and its Partners a fiduciary duty.
86. As alleged herein, Melchionni committed constructive fraud and breached his fiduciary duties by misappropriating KS Law's funds, wasting partnership assets, and fraudulently concealing and failing to disclose the same, for his own personal pecuniary gain and to the detriment of KS Law.
87. For example, Plaintiff has discovered that Melchionni without any safeguards, benchmarks, or monitoring agreements in place, fraudulently transferred essentially all of KS Law's working capital, amounting to \$3,880,000, to Defendant, Persist's TD Bank account.
88. Further, Melchionni has admitted that KS Law, as a law firm, does not have a single retainer agreement in place, as co-counsel, or referring counsel, or any other capacity.
89. Melchionni has also failed to acquire or maintain any general or professional liability insurance for KS Law as is his duty and obligation under the Partnership

Agreement nor has he maintained an IOLTA as required by the D.C. Rules of Professional Conduct.

90. Finally, upon information and belief, Melchionni has siphoned “good” cases from KS Law to Lake Law and the other law firms in which Melchionni is a partner in.
91. The misconduct of Melchionni has materially harmed KS Law.

WHEREFORE, Plaintiff, Allan Teh, on behalf of KS Law, respectfully requests that this Court appoint a receiver over KS Law and its assets, and enter a judgment against Lee Melchionni for all damages, plus interest, costs, and attorneys’ fees, and any such further relief this Court finds just and proper.

COUNT 5
DERIVATIVE CLAIM BREACH OF FIDUCIARY DUTY
(AS TO SYLVIA BENITO)

92. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 60 as if fully set forth herein.
93. Benito holds a 25% ownership interest in KS Law.
94. At all times material times hereto, Benito served as a “Non-Lawyer” Partner of KS Law, and, as a result, owed KS Law and its Partners a fiduciary duty.
95. As alleged herein, Benito committed constructive fraud and breached her fiduciary duties by misappropriating KS Law’s funds, wasting partnership assets, and fraudulently concealing and failing to disclose the same, for her own personal pecuniary gain and to the detriment of KS Law.
96. For example, Plaintiff has discovered that Benito without any safeguards, benchmarks, or monitoring agreements in place, fraudulently transferred

essentially all of KS Law's working capital, amounting to \$3,880,000, to Defendant, Persist's TD Bank account.

97. Upon information and belief, Benito has siphoned "good" cases from KS Law to Lake Law and the other law firms in which Benito is a partner in.
98. The misconduct of Benito has materially harmed KS Law.

WHEREFORE, Plaintiff, Allan Teh, on behalf of KS Law, respectfully requests that this Court appoint a receiver over KS Law and its assets, and enter a judgment against Sylvia Benito for all damages, plus interest, costs, and attorneys' fees, and any such further relief this Court finds just and proper.

COUNT 6
DERIVATIVE CLAIM FOR UNJUST ENRICHMENT
(AS TO LAKE LAW FIRM)

99. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 60 as if fully set forth herein.
100. As is clear from the allegations set out herein, the contract and events that led to the cascade of events leading to Lake Law unjustly receiving the millions of dollars, arose from acts and omissions by Lake Law and those other named Defendants.
101. Specifically, Lake Law has not provided anything of value to KS Law in exchange for the \$3,880,000 it received.
102. Lake Law was individually enriched by the receipt of funds as specifically set forth herein.
103. As referenced herein, KS Law has conferred a benefit on Lake Law by paying such funds.

104. Lake Law had and has knowledge of the significant benefit conferred upon it.
105. Defendant voluntarily accepted and retained the benefit conferred, i.e., Lake Law, to this day, has continued to retain those funds.
106. As specifically set out herein, circumstances are such that it would be inequitable for the Defendant to retain the benefit conferred upon it without first providing the appropriate exchange of value and consideration to KS Law.
107. KS Law was legally impoverished as that term is used in the context of this claim. Specifically, \$3,880,000 of KS Law's funds was wrongfully transferred to, and is being held by Lake Law.
108. As set forth herein, there was and is an obvious relationship between the above-described enrichment and impoverishment.
109. There is no justification regarding the enrichment realized by Lake Law.
110. There is no adequate remedy available at law regarding that which has occasioned upon KS Law.

WHEREFORE, Plaintiff, on behalf of KS Law demands judgment for all damages allowable by this Unjust Enrichment claim, including but not limited to damages, pre and post judgment interest, attorneys' fees and costs, and all other relief this Court deems just and proper.

COUNT 7
DERIVATIVE CLAIM FOR UNJUST ENRICHMENT
(AS TO PERSIST COMMUNICATIONS)

111. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 60 as if fully set forth herein.

112. As is clear from the allegations set out herein, the contract and events that led to the cascade of events leading to Persist unjustly receiving the millions of dollars, arose from acts and omissions by Persist and those other named Defendants.
113. Specifically Persist has not provided anything of value to the KS Law in exchange for the \$3,880,000 it received.
114. Persist was individually enriched by the receipt of funds as specifically set forth herein.
115. As referenced herein, KS Law has conferred a benefit on the Persist individually by paying such funds.
116. Persist had and has knowledge of the significant benefit conferred upon it.
117. Defendant voluntarily accepted and retained the benefit conferred, i.e., Persist, to this day, has continued to retain those funds.
118. As specifically set out herein, circumstances are such that it would be inequitable for the Defendant to retain the benefit conferred upon it without first providing the appropriate exchange of value and consideration to KS Law.
119. KS Law was legally impoverished as that term is used in the context of this claim. Specifically, \$3,880,000 of KS Law's funds was wrongfully transferred to, and is being held by Persist.
120. As set forth herein, there was and is an obvious relationship between the above-described enrichment and impoverishment.
121. There is no justification regarding the enrichment realized by Persist.

122. There is no adequate remedy available at law regarding that which has occasioned upon KS Law.

WHEREFORE, Plaintiff, on behalf of KS Law demands judgment for all damages allowable by this Unjust Enrichment claim, including but not limited to damages, pre and post judgment interest, attorneys' fees and costs, and all other relief this Court deems just and proper.

COUNT 8
DERIVATIVE CLAIM FOR EQUITABLE ACCOUNTING
(AS TO LAKE LAW)

123. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 60 as if fully set forth herein.

124. As is clear from the allegations set out herein, the events that led to the cascade of events leading to Lake Law unjustly receiving the subject funds arose from acts and omissions by Lake Law and they have been unjustly enriched thereby.

125. Specifically, Lake Law has not provided anything of value to KS Law in exchange for the \$3,880,000 they received.

126. Defendants Lake Law and Persist were individually enriched by the receipt of funds as alleged herein.

127. As referenced herein, KS Law has conferred a benefit on the Defendant Lake Law.

128. Lake Law had and have knowledge of the significant benefit conferred upon it.

129. Lake Law voluntarily accepted and retained the benefits conferred.

130. Lake Law, to this day, has continued to retain those funds.

131. KS Law's right to an accounting is premised upon the existence of the fiduciary relationships set out herein as well as the complex and significant transactions described herein.
132. According to evidence available thus far, the funds referenced herein relate to a KS Law's ability to secure and manage hundreds personal injury mass tort cases.
133. Specifically, Melchionni and Benito, unilaterally and with no authority or legitimate reason, and with Lake Law's knowledge and direction, transferred essentially all of KS Law's working capital to Defendant, Lake Law, with no cognizable contract or agreement in place.
134. In addition, Melchionni has stated under oath that he is not aware of any retainer agreements in which KS Law is a party.
135. The notion that this formerly multi-million-dollar law firm would be obtaining and handling hundreds of personal injury cases without a single retainer agreement, is shocking and clearly demonstrates the breaches alleged herein as well as the Plaintiff's right to an Equitable Accounting.
136. Plaintiff states that a remedy at law would be inadequate.

WHEREFORE, Plaintiff, on behalf of KS Law, demands judgment for all damages allowable by this Equitable Accounting claim, including but not limited to damages, pre and post judgment interest, attorneys' fees and costs, and all other relief this Court deems just and proper.

COUNT 9
DERIVATIVE CLAIM FOR EQUITABLE ACCOUNTING
(AS TO PERSIST COMMUNICATIONS)

137. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 60 as if fully set forth herein.
138. As is clear from the allegations set out herein, the events that led to the cascade of events leading to Persist unjustly receiving the subject funds arose from acts and omissions by Persist and it has been unjustly enriched thereby.
139. Specifically, Persist has not provided anything of value to KS Law in exchange for the \$3,880,000 it received.
140. Defendant Persist was enriched by the receipt of funds as alleged herein.
141. As referenced herein, KS Law has conferred a benefit on the Defendant Persist.
142. Persist had and have knowledge of the significant benefit conferred upon it.
143. Persist voluntarily accepted and retained the benefits conferred.
144. Persist, to this day, has continued to retain those funds.
145. KS Law's right to an accounting is premised upon the existence of the fiduciary relationships set out herein as well as the complex and significant transactions described herein.
146. According to evidence available thus far, the funds referenced herein relate to a KS Law's ability to secure and manage hundreds personal injury mass tort cases.
147. Specifically, Melchionni and Benito, unilaterally and with no authority or legitimate reason, and with Persist's knowledge and direction, transferred essentially all of KS Law's working capital to Defendant, Persist, with no cognizable contract or agreement in place.

148. In addition, Melchionni has stated under oath that he is not aware of any retainer agreements in which KS Law is a party.

149. The notion that this formerly multi-million-dollar law firm would be obtaining and handling hundreds of personal injury cases without a single retainer agreement, is shocking and clearly demonstrates the breaches alleged herein as well as the Plaintiff's right to an Equitable Accounting.

150. Plaintiff states that a remedy at law would be inadequate.

WHEREFORE, Plaintiff, on behalf of KS Law, demands judgment for all damages allowable by this Equitable Accounting claim, including but not limited to damages, pre and post judgment interest, attorneys' fees and costs, and all other relief this Court deems just and proper.

The Plaintiff hereby demands trial by jury on all issues and claims so triable as of right.

Dated: April 25, 2023

Respectfully submitted,

JONES & ADAMS, P.A.

Attorney for Plaintiff

999 Ponce de Leon Blvd., # 925

Coral Gables, Florida 33134

Telephone: (305) 270-8858

Facsimile: (305) 270-6778

By:

/s/ Matthew Jones, Esq.

Matthew L. Jones, Esq.

Florida Bar No. 909335

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P15000085963

Entity Name: PERSIST COMMUNICATIONS, CORPORATION

Current Principal Place of Business:

1815 CORDOVA RD
FT. LAUDERDALE, FL 33316

Current Mailing Address:

1815 CORDOVA RD
FT. LAUDERDALE, FL 33316 US

FEI Number: 81-0851001

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

LAKE, EDWARD J
1815 CORDOVA RD
FT. LAUDERDALE, FL 33316 US

Exhibit 1

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: EDWARD LAKE

01/20/2023

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name LAKE, EDWARD J
Address 1815 CORDOVA RD
City-State-Zip: FT. LAUDERDALE FL 33316

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: EDWARD J LAKE

PRESIDENT

01/20/2023

Electronic Signature of Signing Officer/Director Detail

Date



Exhibit 2

THE LAKE LAW FIRM TM

Invoice

BILL TO: KS Law Group	CAMPAIGN: HM/TALC/3M/RU
	DATE: 9/1/2021
	DUE DATE:
Phone:	TERMS: See Below

Quantity	Description	Unit Price	Line Total
220	Hernia Mesh	\$5,600	\$1,232,000
200	Talc	\$6,000	\$1,200,000
155	Round Up	\$5,048.39	\$782,500
220	3M	\$3,025	\$665,500
Total			\$3,880,000.00

Hernia Mesh: Cases provided with the following criteria below & guaranteed by medical records:

- Records showing revision, removal, or replacement surgery, or scheduled within 90 days or needed, but unable to be performed due to medical professional recommendation.
- Client states no previous or existing attorney representation.
- All manufacturers.
- Surgery 2011+

Talc: Cases provided with the following criteria below & guaranteed by medical records::

- Diagnosed with ovarian cancer, fallopian cancer, primary peritoneal cancer, or endometrioid cancer)
- 75 years old or younger
- 4 years plus of exposure
- Negative BRCA test, preferred but acceptable if unknown.
- No previous or existing attorney representation.
- Ovarian cancer, fallopian cancer, primary peritoneal cancer, or endometrioid cancer w/ chemo or treatment
- Death w/in 18 months and original diagnosis within four (4) years of death

Round Up: Cases provided with the following criteria below & guaranteed by medical records::

- Diagnosed with NHL or subtype within the last 10 years, unless medical records access then 2007 forward.
- Direct exposure ONLY to RoundUp for more than one year
- No existing attorney

REMITTANCE BY WIRE: *Beneficiary Name: Persist | *Bank Info: TD BANK, 1215 SE 17th Street, Fort Lauderdale, FL 33316 | *Bank Account No.: 4326532721 | *Bank Routing Info: 067014822

1815 Cordova Road, Fort Lauderdale, FL 33316 US | www.LeadersInMassTorts.com

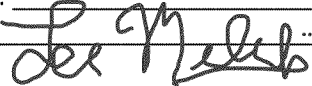
3M: Cases provided with the following criteria below & guaranteed by medical records:

- Used 3M Combat Arms CAEv2 Earplugs between 2003-2015
- Diagnosed with tinnitus or documented loss of hearing 10% or more in at least one ear
- No existing attorney

Edward J. Lake, Esq. (EL) agrees to the following:

1. Market, intake, and sign-up potential clients.
2. Gather medical records, a medical summary, a plaintiff fact sheet and/or court complaint, as necessary.
3. EL will act as liaison between the undesigned and trial firms.
4. The Lake Law Offices will handle any client inquiries.
5. Any out-of-pocket expenses paid as result of the above will be a lien on clients' portion of any recovery.
6. Joint venture fee splits will be as follows: 20 % The Lake Law Offices; 60% Client firm; 20% Trial firm.

Print Name: Lee Melchionni

Signature:  Date: 9/1/21

REMITTANCE BY WIRE:

*Beneficiary Name: Persist

*Bank Info: TD BANK, 1215 SE 17th Street, Fort Lauderdale, FL 33316

*Bank Account No.: 4326532721

*Bank Routing Info: 067014822

1815 Cordova Road, Fort Lauderdale, FL 33316 US | www.LeadersInMassTorts.com

Exhibit 3

KS LAW GROUP, LLP
LIMITED LIABILITY PARTNERSHIP AGREEMENT
EFFECTIVE AS OF July 26, 2021

This Limited Liability Partnership Agreement ("Agreement") is entered into by Attorney Lee Melchionni and Non-Attorneys Allan Teh¹ and Sylvia Benito (collectively, the Managing "Partners"), pursuant to the provisions of the Business Organizations Title in the District of Columbia Code (specifically, D.C. Code § 29-101.01, *et seq.*, the "Act").

1. Formation.

Pursuant to this Agreement, the limited liability partnership was formed (the "Partnership"), and the Managing Partners elected to become a registered, Limited Liability Partnership, in accordance with the provisions of the Code. The Managing Partners shall be:

1. Lee Melchionni, Esq.; (Melchionni as the "Attorney") and
2. Allan Teh,
3. Sylvia Benito

The Managing Partners agree that no person shall be added or admitted to the Partnership as either a Partner or Managing Partner without the unanimous, affirmative vote of the Managing Partners, with the sole exception of the provisions set forth in Section 16.

2. Name.

The name of the Partnership shall be KS Law Group, LLP, and all business of the Partnership shall be conducted under and in such name. There shall be no change to the Partnership name without the affirmative majority vote of the total, combined ownership interests held by the Managing Partners in the Partnership.

3. Primary Place of Business.

The Partnership shall be established and have the place of business in the District of Columbia, located at 1100 H Street NW, Suite 840, Washington, D.C. 20005 or at an address or location to be determined by the affirmative majority vote of the total, combined ownership interests held by the Managing Partners in the Partnership.

¹ All references to Allan Teh are to him in his capacity as Partner and nominee for Kamunting Street Capital Management, L.P. shall have the right to designate a replacement Partner for Allan Teh, who shall then become a Managing Partner, in the event that Allan Teh is unwilling to serve, becomes incapacitated or dies.

4. Sole Purpose.

The Partnership's sole purpose is to engage in the practice of law, in order to provide the Partners with the opportunity for pecuniary gain, professional growth and service to the bar and the state and communities which the Partnership serves.

The Partnership shall be a partnership only for the purpose specified in this Section. Except as otherwise provided in this Agreement, the Partnership shall not engage in any other activity or business that is not reasonably necessary or appropriate to the accomplishment of its purpose, and no Partner shall have any authority to hold himself out as the agent of another Partner in regard to any other business or activity.

5. Statutory Compliance.

The Partnership shall exist under and be governed by, and this Agreement shall be construed in accordance with, all the applicable laws of the District of Columbia and the District of Columbia Rules of Professional Conduct. The Managing Partners agree to and shall make all filings and disclosures required by, and shall otherwise comply with, all such laws. The Managing Partners agree to and shall execute and file any assumed or fictitious name certificates and other documents and instruments as may necessary or appropriate with respect to the formation of and conduct of business by the Partnership.

Further, each Managing Partner and Partner, other than the designated Legal Managing Partner (identified in Section 14 of this Agreement), hereby agrees not to hold himself or herself out to the general public, nor publicize in any media or forum their or any other Members' ownership, membership or affiliation with the Partnership.

6. Indemnification.

Melchionni (an "Indemnifying Partner") hereby agrees to indemnify Allan Teh from time to time, and hold them harmless from and against all liability, loss, cost, damage and expense (including attorneys' fees and costs incurred in the investigation, defense and settlement of the matter) which the Partnership or any of such other Partners shall ever sustain, suffer or incur which relate or arise out of or in connection with the operation of the Partnership or a breach by the Indemnifying Partner of any representation, warranty or covenant made by the Indemnifying Partner in this Agreement. If the Partnership, Allan Teh from time to time are made a party to any litigation or otherwise incurs any loss or expense as a result of or in connection with any Indemnifying Partner's personal or professional obligations or liabilities unrelated to Partnership business, such Indemnifying Partner shall indemnify and reimburse the Partnership, Allan Teh from time to time, for all such loss and expense incurred, including reasonable attorneys' fees.

7. Title to Property.

The Partnership shall hold all real and personal property interests in the name of the Partnership, and not in the name of any Partner.

8. No Payments of Individual Obligations.

The Partners agree to and shall use the Partnership's credit and assets solely for the benefit of

the Partnership.

Melchionni in his capacity as agent and nominee for KS Law Group, LLP, shall pay the costs of acquiring and maintaining malpractice and general liability insurance (to the extent these coverages are available) for KS Law Group, LLP. The policy shall be at least \$5 million per claim/ \$5 million in the aggregate and cover all Managing Partners for acts undertaken in their official capacity as Managing Partners.

9. Limitation of Duties

Each Partner hereby agrees that he/she owes duties of care, honesty and loyalty to the other Partners and to the Partnership itself, subject only to the following limitations:

- (a) Subject to their Non-Circumvention obligations, the Partners are not restricted from competing with the Partnership. Each Partner and the Partnership itself waives any breach of duty arising from a Partner engaging in any business, enterprise or transaction, which may directly or indirectly compete with the partnership, or that otherwise would constitute a business opportunity for the Partnership.
- (b) Each Partner who is an Attorney shall have no limitation regarding the ethical practice of law, and any duty under this Agreement or implied in law shall be waived to the extent it would interfere with a lawyer's ability to represent any client as required by the rules of ethics and professional responsibility.

10. Non-Circumvention.

Notwithstanding any other provision in this Agreement, if an attorney Partner withdraws from the Partnership, the withdrawing attorney Partner shall pay to the Partnership a share of the fees received for legal services provided to any client of the Partnership who subsequently engages the withdrawing attorney Partner. The allocation of the fees received shall be in proportion to the work done before and after the withdrawal. Recoverable costs shall be reimbursed upon receipt. The Partners irrevocably agree that they shall not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate the Partnership's interest in and relationship with pre-established sellers, buyers, brokers, dealers, distributors, technology providers, intermediaries, entrepreneurs, consultants, employees, legal counsel, professional relationships, individuals, or any other pre-established or un-contracted relationships revealed or introduced by one Partner to another in connection with any present and future transactions related to this Partnership.

11. Ownership Interests.

The Managing Partners' Ownership Interest in the Partnership shall be:

- | | |
|-------------------------|-----|
| 1. Lee Melchionni, Esq. | 25% |
| 2. Allan Teh, | 50% |
| 3. Sylvia Benito, | 25% |

The Managing Partners agree that, other than the percentages and adjustments set forth in this Section, the Ownership Interest of the Partners shall not be amended or changed without the unanimous, affirmative vote of the Managing Partners.

12. Capital Contributions.

It is expressly understood that Allan Teh will be underwriting and funding the activities of the Firm. The Partners agree that Capital Contributions, will be made from time to time over a six (6) month period, for a total minimum amount of \$4,000,000. The Capital Contributions will be made by Allan Teh in the amount of \$4,000,000.

13. Rights, Powers and Responsibilities of the Managing Partners.

The Managing Partners shall divide the responsibility for certain areas of Partnership operations as set forth herein:

A) Lee Melchionni shall be the Legal Managing Partner. The Legal Managing Partner shall provide the legal support to work up, qualify, process, manage and settle cases. He shall also be responsible for case related expenses, including the use of third party vendors to accomplish these tasks. In fulfilling these roles the Legal Managing Partner shall have complete and unequivocal control and veto power over any and all decisions relating to the practice of law, the prosecution of each of the Partnership's client's legal claims, the outward conduct of the law firm, the handling of funds in any IOLTA or client trust accounts, the public statements and representations of the law firm (including any and all marketing, branding and website design), conflicts of interest, whether actual or potential, co-counsel relationships, referrals to counsel, fee disputes, and client confidentiality, as well as any activities by or on behalf of the law firm, including the activities of any Partners, employees, agents, and independent contractors, which are regulated, limited or otherwise addressed in any way by the District of Columbia Rules of Professional Conduct.

Per District of Columbia Rule of Professional Conduct 5.4, the Legal Managing Partner hereby agrees to be responsible for and to supervise the managerial and other activities of the nonlawyer Partner, Allan Teh, and other Partners as they may be added, as if these non-lawyer Partners were lawyers admitted to practice in the District of Columbia, and to supervise the ethical conduct of same under the standards set forth in District of Columbia Rule of Professional Conduct 5.1. It is hereby agreed that this provision will require the Partnership and Legal Managing Partner to make reasonable efforts to ensure that the Partnership has in effect measures giving reasonable assurance that all the participants in the Partnership conform to the D.C. Rules of Professional Conduct.

Allan Teh and Sylvia Benito, as a Non-Lawyers participant in the Partnership per D.C. Rule of Professional Conduct 5.4, shall have the authority over marketing Partnership Activities, and provide other professional management services, all in order to assist the Partnership in providing legal services to the Partnership's clients. These managerial activities will include securing financing and funding, identifying emerging trends in litigation, planning and implementing marketing and branding of the Partnership, obtaining new clients and cases, joint venturing, firm infrastructure management, and advising the Managing Partners regarding the same.

A) In the event that the Managing Partners disagree regarding a Partnership operation or activity which is directly addressed within the District of Columbia Rules of Professional Conduct and also relates to marketing, branding, marketing campaigns, internet marketing or internet design, or regarding any proposed, contemplated or actual activity for or on behalf of the Partnership which is

regulated and/or limited by the District of Columbia Rules of Professional Conduct, the Legal Managing Partners shall have complete and unequivocal control of and veto power over, any such activity, as set forth in Section 14(A) above.

Per District of Columbia Rule of Professional Conduct 5.4, the Non-Lawyer Managing Partner, hereby agrees and undertakes to abide by the D.C. Rules of Professional Conduct as if she was a lawyer admitted in the District of Columbia.

14. Partner Compensation.

No Partner shall receive any interest or salary with respect to his/her Capital Contributions or his/her Ownership Interest, or for services rendered to or on behalf of the Partnership, or otherwise in his/her capacity as Partner, except as otherwise provided in this Agreement or by unanimous written consent of all Partners.

15. Withdrawal, Divorce or Death of a Partner.

Any Partner may withdraw from the Partnership upon sixty (60) calendar days' written notice to the other Partners and Managing Partners. Upon withdrawal, the withdrawing Partner shall cease to have any rights to further participation in the management or operations of the Partnership. Such withdrawing Partner shall continue to have the right to payment of his/her percentage of the fees paid to the Partnership on claims that were retained by the Partnership prior to the day the Partner gave his/her notice of withdrawal to the Partnership. For purposes of this Section, the retainer date shall be deemed to be the first date on which the client executed a retainer agreement with the Partnership.

Furthermore, a Partner's death or permanent disability shall be deemed a "withdrawal" as of the date of the death or permanent disability. A deceased or permanently disabled Partner and/or his/her estate and heirs shall continue to have the right to payment of his/her share of the fees paid to the Partnership in accordance with the Partner's Partnership Interest as of the date of death or permanent disability on cases that were retained by the Partnership on or before such date. Payments under this provision shall be made in the normal course of business pursuant to the rules for distribution set forth in Section 22 of this Agreement.

The Partners hereby agree that, if by operation of law or by judgment or judicial decree in a bankruptcy or divorce case, any portion of a Partner's Ownership Interest in the Partnership is assigned to a third party, said assigned or transferred interest, to the extent it is assigned or transferred to a third party, shall be treated as if, on the date of the assignment or transfer order, the Partner in question became deceased, and any such Partner shall continue to have the right to payment of his/her percentage of the fees paid to the Partnership on cases that were retained by the Partnership prior to the date of withdrawal.

16. Expulsion for Cause.

(a) For Cause Only.

Any Partner may be expelled "for cause", upon the affirmative majority vote of the total, combined ownership interests held by the Managing Partners in the Partnership, For purposes of this provision, "cause" for expulsion will include but not be limited to any of the following:

(i) Disbarment, suspension, or other major disciplinary action determined

adversely to any Attorney Partner by any duly constituted authority;

- (ii) Professional misconduct or violation of the canons of professional ethics, if such misconduct continues after its cessation has been requested by the Managing Partners;
 - (iii) Any action or inaction that injures or threatens the professional standing or business operations of the Partnership, if such action or inaction continues after its cessation is requested by the Managing Partners, as set forth below;
 - (iv) Any Partner takes a position that adversely effects the continuation of the Partnership, if such continues after its cessation is requested by the Managing Partners.
- (b) Notice of Expulsion for Cause.

If majority of the combined ownership interests held by the Managing Partners in the Partnership determines that "cause" exists for expulsion of a Partner, then the Partnership shall provide notice of this decision to the Partner who is subject to expulsion, and the Partner shall have ten (10) business days after notice is given to cure or remedy the reason for expulsion, if a cure or remedy is possible.

- (c) Entitlement to Profits After Expulsion.

Upon any expulsion, the expelled Partner shall be treated as a "withdrawn" Partner pursuant to Section 15, above, as of the date on which the expelled Partner failed to cure the reason for his expulsion, or five (5) business days from the Notice of Expulsion, whichever is later. The expelled Partner will have no other entitlement to any compensation. Furthermore, the Managing Partners may withhold future payments to any Partner who has been expelled for cause and apply those payments as a setoff against any damages to the Partnership caused by the expelled Partner or any liabilities due from the expelled Partner to the Partnership.

18. Liquidating Events.

The Partnership shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("Liquidating Events"):

- (a) The affirmative vote of the majority of the total, combined ownership interests held by the Managing Partners in the Partnership, to dissolve, wind up, and/or liquidate the Partnership; or
- (b) The happening of any other event that makes it unlawful or impossible to carry on the business of the Partnership.

The Partnership shall not dissolve prior to the occurrence of a Liquidating Event. If it is determined by a court of competent jurisdiction, that the Partnership has dissolved prior to or without the occurrence of a Liquidating Event, the Managing Partners hereby agree to continue the business of the Partnership without a winding up or liquidation.

19. Winding Up.

(a) Upon the occurrence of a Liquidating Event, the Partnership shall continue for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Partners, and no Partner shall take any action that is inconsistent with, or not necessary to or appropriate for this winding up of the Partnership's business and affairs. To the extent not inconsistent with the foregoing, all covenants and obligations in this Agreement shall continue in full force and effect until such time as the Property has been distributed pursuant to this Agreement and the Partnership has terminated all operations.

(b) The Managing Partners (or any Person elected for this purpose by the Managing Partners) shall be responsible for overseeing the winding up and liquidation of the Partnership, shall take full account of the Partnership's liabilities and Property, shall cause the Property to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds there from, to the extent sufficient therefore, to be applied and distributed in the following order:

(i) First, to the payment and discharge of all of the Partnership's debts and liabilities to creditors other than the Partners;

(ii) Second, to the payment and discharge of the Underwriting Contribution (defined in Section 20);

(iii) to the payment and discharge of all other Partnership's debts and liabilities to Partners; and

(iii) The balance, if any, to the Partners in accordance with their Capital Accounts, after giving effect to all contributions, distributions, and allocations for all periods.

(c) Except with respect to the Underwriting Contribution (defined in Section 20), each Partner hereby expressly waives any right which the Partner individually, as a creditor of the Partnership, might otherwise have under the Code, to receive distributions of Partnership assets *pari passu* with the other creditors of the Partnership, in connection with a distribution of assets of the Partnership or in satisfaction of any liability of the Partnership, and hereby subordinates any such right to said creditors.

20. Preferred Return.

Fifteen percent (15%) per annum simple interest multiplied by the invested capital, which shall accrue from the date of the Firm's acceptance of Allan Teh's Underwriting Contributions, until the Firm receives its first mass tort settlement proceeds via a Qualified Settlement Fund.

21. Profits and Losses.

After the Partnership repays the Underwriting Contribution (defined in this Section), the profit/loss allocation shall be calculated on a net basis as a percentage of the resulting fee, net of expenses, which shall not include legal fees and expenses of any kind. Expenses which pertain to a particular case should be deducted from the fees received for that case before allocating profits/losses to the extent that they cannot be charged to the client. Partnership Expenses which do not pertain to a particular case shall be amortized over all pending cases at the time the expense was incurred, in an

equal amount for each case.

Profits

Net Profits after full and complete reimbursement of funding by Allan Teh for a particular mass tort campaign shall be allocated as follows after the holdback of reserves as unanimously agreed to and approved by the Managing Partners:

- (a) Return of Capital: First, one hundred percent (100%) to Allan Teh until Distributions to such equal the amount of Allan Teh's Capital Contributions.
- (b) Preferred Return: Second, one hundred percent (100%) to Allan Teh until Distributions to such of Distributable Cash on a cumulative basis pursuant to this clause equal the Preferred Return.
- (c) Catch up: Second, one hundred percent (100%) to Lee Melchionni and Sylvia Benito until Distributions to Lee Melchionni and Sylvia Benito on a cumulative basis as carried interest Distributions equal twenty percent (20%) of all Distributions,
- (d) Split: Any balance, (i) eighty percent (80%) to Allan Teh and (ii) twenty percent (20%) to Lee Melchionni and Sylvia Benito.

It is expressly understood that Allan Teh will be underwriting and funding the activities of the Law Firm. Allan Teh is committing to fund a total of \$4,000,000 ("Underwriting Contributions") to be paid to the firm as needed and determined by the Managing Partners to run a campaign related to any case/litigation as determined by the Managing Partners. The Managing Partners agree and understand that all such costs incurred by Allan Teh on behalf of the Company, including the Underwriting Contribution, shall be treated as an interest-free loan and paid back in full prior to any Partnership distributions.

Losses

It is understood that Lee Melchionni, Esq. shall not be responsible to pay back Allan Teh in the event that a particular mass tort campaign, case or litigation effort fails to generate profits. In the event that either party wants to recoup losses from a particular Mass Tort campaign that did not generate a profit from the profit(s) of other Mass Tort campaign(s) that do generate profits, then all Parties shall have the right to recoup their losses. In the case of Allan Teh, the amount of the loan referenced above and all Capital Contribution made by them used to acquire such cases which are not paid back or recovered shall be subject to such offset.

22. Management Fee.

KS Law Group will charge a management fee of one percent (1%) on invested Capital Contributions.

23. Entire Agreement.

This Agreement constitutes and shall be considered the entire agreement between the parties with respect to the subject matter of this document, and supersedes all previous arrangements, understandings, representations or agreements between the parties, whether written or oral. As set forth

in Section 12, the Partners may, from time to time, by unanimous, affirmative vote, agree to alter certain portions of this Agreement for Special Allocations. However, the Partners hereby agree that any such secondary agreement shall apply only to the special circumstances considered therein and will not alter the terms or conditions of this Agreement beyond the limited time and scope set forth in said secondary, written agreement.

24. Distributions to Partners.

Distribution to the Managing Partners shall occur at the conclusion of any singular case pursuant to Section 21.

25. Amounts Withheld.

All amounts withheld pursuant to the Tax Codes or any other state or local tax law, with respect to any payment, compensation or distribution to the Partnership or the Partners, shall be treated as amounts distributed to the Partners, for all purposes under this Agreement. The Partnership is authorized to withhold from distributions, or with respect to allocations, to the Partner and to pay over to any federal, state or local government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local law and shall allocate such amounts to the Partners with respect to which such amount was withheld.

26. Decisions

Except as otherwise provided in this Agreement, all determinations, decisions, approvals, and actions affecting the Partnership and its business and affairs shall be determined, made, approved, or authorized only by the affirmative vote of 66 2/3% of the total, combined ownership interests held by the Managing Partners in the Partnership. It is further acknowledged and agreed, however, that any decision falling under the matters set forth in Section 14 of this Agreement shall be within the professional discretion of the Legal Managing Partner.

27. Vote Required for Certain Actions.

Notwithstanding Section 24 hereof:

- (d) no decision or action regarding the incurrence by the Partnership of any debt, contract or obligation for which the Partners are individually liable shall be made or taken without the affirmative vote of all Managing Partners in the Partnership; and
- (e) no decision or action regarding the incurrence by the Partnership of any debt for which the Partnership is liable shall be made or taken without the affirmative vote of all Managing Partners in the Partnership.

28. Partners Authorized to Take Certain Actions on Behalf of the Partnership.

Except as otherwise provided elsewhere in this Agreement, each Managing Partner is authorized to take the following actions and make the following decisions to the extent that such actions and decisions are necessary to permit such Managing Partner to carry on the Partnership's routine, day-to-day practice of law:

- a. Accept clients on behalf of the Partnership based on criteria set forth by Legal Managing Partners, and agree to undertake specific matters for any Partnership client based on criteria set forth by Legal Managing Partners provided that a Managing Partner accepting such client or undertaking such matter is responsible for assuring that such action will not create a conflict with the interests of any other client and is otherwise consistent with the types of clients and matters normally handled by the Partnership, and provided further that such Managing Partner obtains the concurrence of any other Managing Partner or Managing Partners whose services may reasonably be expected to be required to service such client or matter.
- b. Take any other action and make any other decision that is clearly routine and incidental to the day-to-day conduct of the Partnership and/or its practice.

29. Banking.

All funds of the Partnership shall be deposited in the Partnership's name, in such account or accounts with member banks of the FDIC as may be approved by an affirmative majority vote of the total, combined ownership interests held by the Managing Partners in the Partnership; provided, however that the Managing Partners may elect to deposit all or a portion of the funds standing in the Partnership reserves in interest-bearing accounts with, or apply such funds to purchase short-term interest-bearing investments issued or guaranteed as to payment by, such banks or other financial institutions that are members of the FDIC or the United States (or its agencies or instrumentalities).

30. Restrictions on Transfers.

Except as provided in footnote 1, no Partner shall transfer all or any portion of his Partnership interest or any rights therein without the unanimous consent of the Managing Partners. The Partners not seeking to transfer their interests shall have the right of first refusal to purchase any such interest in equal shares. Any transfer or attempted transfer by any Partner in violation of the preceding sentence shall be null and void and of no force or effect whatsoever. Each Partner hereby acknowledges the reasonableness of the restrictions on transfer imposed by this Agreement in of the Partnership purposes and the relationship of the Partners. Accordingly, the restrictions on transfer contained herein shall be specifically enforceable. Each Partner hereby further agrees to hold the Partnership and each Partner (and each Partner's successors and assigns) wholly and completely harmless from any cost, liability, or damage (including, without limitation, liabilities for income taxes or costs of enforcing this indemnity) incurred by any of such indemnified Persons as a result of a transfer or an attempted transfer in violation of this Agreement.

31. Waiver of Partition.

No Partner shall, either directly or indirectly, take any action to require partition or appraisal of the Partnership or of any of its assets or properties or cause the sale of any Partnership property, and notwithstanding any provisions of applicable law to the contrary, each Partner (and his legal representatives, successors or assigns) hereby irrevocably waives any and all right to maintain any action for partition or to compel any sale with respect to his Partnership interest, or with respect to any assets or properties of the Partnership, except as expressly provided in this Agreement.

32. Rights of Partners.

Except as otherwise provided in this Agreement, each Partner shall look solely to the assets of the Partnership for the return of his Capital Contributions and shall have no right or power to demand or receive property other than cash from the Partnership. No Partner shall have priority over any other Partner as to the return of his Capital Contributions, distributions, or allocations unless otherwise provided in this Agreement.

33. Notice of Dissolution.

In the event a Liquidating Event occurs, or any other event occurs that would result in a dissolution of the Partnership, the Partnership shall, within thirty (30) calendar days thereafter: (a) provide written notice thereof to each of the Partners and to all other parties with whom the Partnership regularly conducts business, and (b) publish notice of such dissolution in a newspaper of general circulation in each place in which the Partnership regularly conducts business.

34. No Liability for Partnership Debts.

Except as provided in Section 7, no Partner shall be personally liable or accountable, directly or indirectly, including by way of indemnification, contribution, assessment, or otherwise, for debts, obligations or liabilities of or chargeable to the Partnership or other Partner, whether arising in tort, contract, or otherwise that are incurred, created or assumed by the Partnership, except with respect to an obligation as to which all of the Partners have unanimously agreed in writing that the Partners would be personally liable.

35. Indemnification of Managing Partners/Partners by Partnership.

The Partnership shall, to the extent of its assets, indemnify, defend and hold each Partner in the Partnership free and harmless from any and all claims, demands, liabilities, obligations, damages, losses, costs and expenses, including attorneys' fees (individually, a "Liability" and collectively, the "Liabilities") incurred in connection with the business of the Partnership, provided the acts or omissions from which the Liabilities arise were performed by the Partner in good faith and with a reasonable belief that the Partner was acting within the scope of the Partner's authority under this Agreement and the Partner was not grossly negligent or guilty of intentional misconduct. Neither the Partnership nor any Partner shall have any claim against any other Partner by reason of any act or omission for which such Partner is entitled to indemnification under the Agreement.

36. Partnership Representative and Indemnification Thereof.

Partner Lee Melchionni, Esq. is specifically authorized to act as the "Partnership Representative" (hereafter the "PR") under the applicable tax Code, and in any similar capacity under state or local law. The Partnership and the other Partners agree to defend, indemnify and hold harmless the PR, from all costs and expenses, including fees of outside attorneys, accountants and experts, incurred in acting as PR during or after the termination or expiration of the term of the Partnership. The Partnership and the other Partners further agree to execute such powers of attorney and other forms and authorizations as may be required by the IRS for a Partner to act as PR.

37. Professional Liability Insurance.

The Partnership shall maintain policies of professional liability, errors and omissions, general liability, in the amount of \$5 million per occurrence/\$5 million aggregate. As stated above, this shall be paid annually by the Partnership.

38. Notices.

Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing, and sent by overnight courier to recipient's hands, or U.S. certified mail with return receipt requested, to the following addresses:

Lee Melchionni, Esq.
20900 NE 30th Ave
Suite 510
Miami, FL 33180

Sylvia Benito
20900 NE 30th Ave
Suite 510
Miami, FL 33180

Allan Teh
119 Washington Ave
Suite 600
Miami Beach, FL 33139

Such addresses may be changed from time to time by any party by providing written notice in the manner set forth above. The date the party receiving notice will be considered to have been noticed will be the date of the delivery, as shown on the courier confirmation or return receipt from the U.S. postal service.

39. Resolution of Disputes.

Any controversy arising out of or related to this Agreement or the breach thereof shall be settled under the law of the District of Columbia without reference or regards to any conflict of laws principles, and shall be resolved via arbitration under the American Arbitration Action, 9 U.S.C. § 2, in the District of Columbia, in accordance with the rules of the American Arbitration Association, and judgment entered upon the award rendered may be enforced or appealed by appropriate judicial action pursuant to the District of Columbia Code of Civil Procedure. The arbitration shall be heard by a single arbitrator, which shall be a person unanimously agreed to by the Managing Partners, and the dispute shall be heard within thirty (30) days following notice by one party that he/she desires that a matter be arbitrated.

If the parties are unable, within such 30-day period to agree upon an arbitrator, then the issue shall be heard by an arbitrator selected by the District of Columbia office of the American Arbitration Association, which arbitrator shall be experienced in the area of legal partnerships and who shall be knowledgeable with respect to the subject matter area of the dispute.

The arbitrator shall render a decision within thirty (30) days following the close of presentation by the parties of their cases and any rebuttal. The parties shall agree within thirty (30) days following

selection of the arbitrator to any prehearing procedures or further procedures necessary for the arbitration to proceed, including interrogatories or other discovery; provided, in any event each Partner shall be entitled to discovery in accordance with the District of Columbia Code of Civil Procedure. The arbitrator shall determine a prevailing party in the proceeding, and award the prevailing party his costs and expenses, including but not limited to reasonable attorneys' fees and arbitration costs, from the non-prevailing party in such proceeding.

40. Counterparts.

This Agreement may be executed by facsimile and/or in two or more counterparts, each of which shall constitute an original and all of which together shall be deemed to be one and the same instrument.

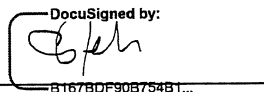
IN WITNESS WHEREOF, the parties have entered into this Agreement of Partnership as of the dates set forth below.

Lee Melchionni

Lee Melchionni, Esq.

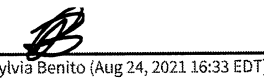
Aug 24, 2021

Date

DocuSigned by:

B167BDF908754B1...

Allan Teh,

Date: August 24th, 2021


Sylvia Benito (Aug 24, 2021 16:33 EDT)

Sylvia Benito,

Aug 24, 2021

Date

KS Law Group Operating Agreement.docx

Final Audit Report

2021-08-24

Created:	2021-08-24
By:	Lee Melchionni (lee@capital4justice.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_4MpQdjxaqLAEo3BNLfP3Bscok90ghu0

"KS Law Group Operating Agreement.docx" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2021-08-24 - 2:40:53 PM GMT- IP address: 71.77.192.124
-  Document created by Lee Melchionni (lee@capital4justice.com)
2021-08-24 - 6:10:55 PM GMT- IP address: 71.77.192.124
-  Document emailed to Lee Melchionni (lee@capital4justice.com) for signature
2021-08-24 - 6:12:21 PM GMT
-  Document emailed to Sylvia Benito (sylvia@capital4justice.com) for signature
2021-08-24 - 6:12:21 PM GMT
-  Email viewed by Sylvia Benito (sylvia@capital4justice.com)
2021-08-24 - 6:12:22 PM GMT- IP address: 74.125.150.38
-  Document e-signed by Lee Melchionni (lee@capital4justice.com)
Signature Date: 2021-08-24 - 6:12:32 PM GMT - Time Source: server- IP address: 71.77.192.124
-  Document e-signed by Sylvia Benito (sylvia@capital4justice.com)
Signature Date: 2021-08-24 - 8:33:37 PM GMT - Time Source: server- IP address: 172.58.175.96
-  Agreement completed.
2021-08-24 - 8:33:37 PM GMT



Lee Melchionni <lee@capital4justice.com>
to Sohail Shahrsebi, Sylvia Benito

Mon, Oct 18, 2021, 5:37 PM

Sohail,

We have answered your questions in blue below. Do not hesitate to reach out with follow up questions.

- Could we be given the following
 - A final copy of the legal documents supporting the supporting the Denovo US law firm?
 - [We have attached an opinion from our ethics counsel, Jack Marshall, on non-lawyer partners.](#)
 - Of the \$8mln we've committed to the US cases, an update on how much has been invested and what the distribution is per case type
 - [We have invested all of the \\$8mln committed. I have broken down the number of cases and case type, for Justice Partners and then KS Law Group below.](#)
 - [Justice Partners](#)
 - [200 Firefighter Foam](#)
 - [208 Talc](#)
 - [380 Hernia Mesh](#)
 - [350 3M](#)
 - [150 RoundUp](#)
 - [200 Zantac](#)
 - [KS Law Group](#)
 - [155 RoundUp](#)
 - [200 Talc](#)
 - [212 Hernia Mesh](#)
 - [212 3M](#)
 - Any granularity on the number of claimants per case type that have been been warehoused with the amount currently invested.
 - [The attached spreadsheet gives you the case list for KS Law Group. We have only filled 123 of the 155 RoundUp cases. We are taking in new cases daily. Please keep in mind that this list will change as a result of dropoff, but those cases are replaced at no cost.](#)
 - Update on the status of the various cases in the US and timing on each case
 - [Hernia Mesh - We continue to march towards settlement with multiple manufacturers. We are in the process of working up our cases and replacing those that have been disqualified. We are cautiously optimistic that the majority of our docket will be settled by Q2 of 2022.](#)
 - [Talc - We will send a separate, longer update, given the bankruptcy news. We are in the process of gathering information.](#)

- 3M - There have been four trials with mostly positive results. The first trial resulted in a \$7.1M verdict for three plaintiffs in April, while the second ended in a victory for 3M in May. This was not a surprise, given that it was a 3M pick for trial. The third trial found 3M 62% liable for the \$1.7M in damages a veteran sustained. A jury in the fourth trial awarded a U.S. Army veteran \$8.2M after finding that 3M's Combat Arms Earplugs Version 2 caused him to suffer hearing loss and tinnitus. There are multiple trials scheduled over the next few months, but it is possible that a settlement is reached in the next few months.
 - RoundUp - in 2020, a global settlement agreement was proposed, where \$10 billion was allocated to resolve existing claims and a controversial scientific panel was created to decide the fate of future claims. In March 2021 the RoundUp MDL Judge rejected Bayer's motion for approval of the proposed settlement for all future RoundUp claims. In August 2021 Bayer announced that it had set aside \$4.5B for future RoundUp claims and that it had pulled glyphosate-based RoundUp from the U.S. consumer market.
 - Firefighter Foam - There is no substantive update since our last investor communication.
 - Zantac - There is no substantive update since our last investor communication.
- On the Diesel stuff
 - Similar to Sam, could we be furnished with a copy of the agreement between you and the litigating counterparties when the documentation is completed?
 - Yes, our attorneys are currently preparing documents.

On Fri, Oct 15, 2021 at 9:34 AM Sohail Shahrsebi <Sohail@kstreetcap.com> wrote:

Hey Guys –

I spoke with Allan and he is asking for a bunch of stuff related to both the US cases we've invested in and Europe cases we intend to invest in.

- Could we be given the following
 - A final copy of the legal documents supporting the supporting the Denovo US law firm?
 - Of the \$8mln we've committed to the US cases, an update on how much has been invested and what the distribution is per case type
 - Any granularity on the number of claimants per case type that have been been warehoused with the amount currently invested.
 - Update on the status of the various cases in the US and timing on each case
- On the Diesel stuff
 - Similar to Sam, could we be furnished with a copy of the agreement between you and the litigating counterparties when the documentation is completed?

Sorry again for the request. Just fulfilling Allan's demands.

Best Regards,
Sohail Shahrsebi

Director
Kamunting Street Capital
119 Washington Ave, Suite 600
Miami Beach, FL 33139

O: 786-484-0771
 M: 646-707-4484

2 Attachments • Scanned by Gmail

A	B	C	D	E	F	G	H	I	J	
1	First Name	Last Name	Email	Phone	Street	City	State	Zip Code	Description	Case Type
2	Lane	Gonzalez	ggonzale@1210-715-1627	4125 Olvera	San Antonio	TX	78212			Round Up
3	Debraeae	Ingam	idobae3424@1780-990-6177	8 Laver Ln	Covington	GA	30016			Round Up
4	Richard	Hama	rhama@1040-709-7668	2023 Government Dr	Chamblee	GA	30276			Round Up
5	Mark A.	Goodman	mark2008@1700-314-6878	255 Clearwater Ct	Vallejo	CA	94591			Round Up
6	Ronald	Obenreder	robrenre@1210-538-8678	1287 Lakeway Ln	Minnetonka	MN	55342			Round Up
7	Loch	Goelke	lgoelke@1810-216-6664	1113 Augusta Pl	Chico Vista	CA	91915			Round Up
8	Carl	Wilson	carwil@1200-485-5010	1105 Burnett Dr	Norcross	GA	30051			Round Up
9	Lucille	Brody	lbrody@1810-722-5170	505 Green Ave	Little	IL	60439			Round Up
10	Chandler	Phelan	chelan_phelan@1500-388-9325	7823 Whigwell	Louisville	KY	40241			Round Up
11	Dana	Wilson	dawilson@1210-688-6566	21665 McQueen	Lawson	MS	39219			Round Up
12	James	Walker	jacwalker@1200-211-4677	74 Two Ridge Rd	Arden Hills	NC	28804			Round Up
13	Felicia	Dogswans	fdogswan@1810-984-5566	6137 69th St	Midvale	UT	84047			Round Up
14	Barbara	Chifford	barchiff@1810-314-5773	1152 Capital Dr	Lake Wales	FL	33853			Round Up
15	Richard	Rank	rrank@1210-318-5799	681 S 14th St	Brooklyn	NY	11203			Round Up
16	Fred	March	fredmarch@1700-658-6749	215 Albee Dr	Clarkston	GA	30020			Round Up
17	Theresa	Conner	thconner@1210-458-1171	1 Claver St	Della	GA	48135			Round Up
18	Jana L.	West	janawest@1210-739-9324	303 Box Gw Rd	Lumberton	NC	28356			Round Up



April 17, 2020


Scan Coleman
 Behavioral Law Group
 130 Lake Forest Lane
 Atlanta, GA 30342

Dear Scan and Lee:

PROETHICS Ltd.
 2767 Westminister Place
 Alexandria, Virginia 22304
 703-546-3229
www.proethics.com
jimproethics@proethics.net
ghmc@proethics.net

Via E-Mail

Lee Melchioni
 Behavioral Law Group
 130 Lake Forest Lane, NE
 Brookhaven, GA 30319

 **KS Case List 10.1...** 

 **Non-Lawyer Part...** 

		\$ 80,000.00	\$ 14,892.00
		Hypo Value of Docket	\$ 2,978,400.00

Subject: KS Law Group Weekly Case Update **Exhibit 6**



Lee Melchionni <lee@capital4justice.com>
to Sohail Shahrsebi, Allan Teh, Sylvia Benito ■

Fri, Oct 14, 2022,

Sohail,

As requested, here is the weekly update on KS Law Group's Active cases.

- Talc - 59 Active Cases
- Hernia Mesh - 62 Active Cases
- 3M - 156 Active Cases
- Roundup - 34 Active Cases

--

Lee Melchionni, Esq.

Founder, COO

lee@capital4justice.com

717.380.7709



JUSTICE PARTNERS

Exhibit 7

CASE REPLACEMENT AGREEMENT

This CASE REPLACEMENT AGREEMENT (this "Agreement") is made and entered into as of December 1, 2022 by and among KS Law Group LLP, a District of Columbia limited liability partnership ("KS"), and Lake Law Firm, LLC, a New York limited liability company ("Lake") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, Lake is a professional law firm engaged in the practice of law, with its principal offices in the State of New York;

WHEREAS, Lake is engaged in the acquisition of clients and case workup across multiple types of mass tort litigations, including talcum powder litigation ("Talcum Powder"), hernia mesh litigation ("Hernia Mesh"), Roundup litigation ("Roundup"), and 3M litigation ("3M"), and combined with Talcum Powder, Hernia Mesh, Roundup, 3M, Firefighter Foam and Zantac, the "Cases", and each individual case within the Cases, a "Case";

WHEREAS, KS has previously paid Lake \$3,880,000.00 in order to acquire client leads in connection with the Cases (the "Funded Amount");

WHEREAS, Lake has not delivered equivalent value in cases to the Funded Amount and owes KS Cases and replacement Cases, the quantity and identity of which are set forth below; and

WHEREAS, the Parties seek to memorialize the terms of their agreement.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Replacement of Cases. KS has previously paid Lake the Funded Amount for certain Cases as described below which Lake has yet to provide. The Parties agree that notwithstanding any earlier agreement for Cases that existed between the Parties, Cases shall be provided by Lake to KS as set forth below.

a. Talcum Powder.

- i. Lake agrees that KS is owed 200 Talcum Powder cases, guaranteed for medical records, which were purchased for \$1,200,000, or \$6,000 a Case (the "Talcum Powder Purchase Price"). The criteria for the medical record guarantee of the Talcum Powder cases are set forth in Exhibit A to this Agreement.
- ii. Lake agrees that the maximum non-medical record drop off of KS' Talcum Powder cases will be 25%.
- iii. Lake agrees that KS' is owed 60% of the total attorney contingency fee.
- iv. Lake hereby agrees to allow KS to convert any shortfall in Talcum Powder cases owed into 6 filed employees per converted Talcum Powder case, with the Internal

Revenue Service (“IRS”) under the Employee Retention Tax Credit program (“ERTC”) under the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

- v. Lake agrees that if the owed filed employees are filed with the IRS by a law firm or company other than Lake, KS will receive 95% of the ERC fee received by Lake.
- vi. Lake agrees that if the owed filed employees are filed with the IRS by Lake, KS will receive 50% of the ERC fee received by Lake.
- vii. If Lake is unable to provide the filed employees before the statute of limitations expires on ERTC under the CARES Act, Lake agrees that within 90 days of the statute of limitations expiring, Lake will reimburse KS for the costs paid for each unconverted Talcum Powder case (\$6,000 per case), plus 8% interest, per year, per case, from the purchase date of September 1, 2021.

b. Hernia Mesh.

- i. Lake agrees that KS is owed 220 Hernia Mesh cases, guaranteed for medical records, which were purchased for \$1,232,000, or \$5,000 a Case (the “Hernia Mesh Purchase Price”). The criteria for the medical record guarantee of the Hernia Mesh cases are set forth in Exhibit A to this Agreement.
- ii. Lake agrees that the maximum non-medical record drop off of KS’ Hernia Mesh cases will be 30%.
- iii. Lake agrees that KS’ is owed 60% of the total attorney contingency fee.
- iv. Lake agrees to continue to replace Hernia Mesh cases for KS with additional Hernia Mesh cases
- v. For Hernia Mesh cases that are replaced past October 15, 2022, Lake shall pay KS 79% of the attorney fee, which shall be identified by KS to Lake in writing.
- vi. Solely as an example, if 100 Hernia Mesh cases are owed to KS where 79% of the attorney fee is paid to KS, the number of owed cases to KS shall be reduced to 91
- vii. If the Hernia Mesh litigation were to reach a global settlement and cases are still owed to KS, Lake agrees that within 90 days of the global settlement being reached, Lake will reimburse KS for the costs paid for the undelivered Hernia Mesh cases (\$5,000 per Case), plus 8% interest, per year, per Case, from the purchase date of September 1, 2021.
- viii. The Hernia Mesh litigations include, but are not limited to, the litigations related to Johnson and Johnson Proceed and Prolene Hernia System, Ethicon Physio Mesh, Covidien, W.L. Gore & Associates, Atrium C-Qur, and Davol, Inc/C.R. Bard, Inc.

c. Roundup.

- i. Lake agrees that KS is owed 155 Roundup cases, guaranteed for medical records, which were purchased for \$782,500, or \$5,048.39 a Case (the “Roundup Purchase Price”). The criteria for the medical record guarantee of the Roundup cases are set

forth in Exhibit A to this Agreement.

- ii. Lake agrees that the maximum non-medical record drop off of KS' Roundup cases will be 25%.
- iii. Lake agrees that KS' is owed 60% of the total attorney contingency fee.
- iv. Lake agrees to allow KS to convert any shortfall of Roundup cases into Camp Lejeune cases on a one-for-one conversion basis upon request from KS. Solely as an example, KS would have the ability to convert 50 Roundup cases into 50 Camp Lejeune cases. To avoid any confusion, this example does not take into account non-medical record drop off.
- v. If the Roundup litigation were to reach a global settlement and a shortfall of cases owed to KS still exists, Lake agrees that within 90 days of the global settlement being reached, Lake will reimburse KS for the costs paid for the undelivered Roundup cases (\$5,048.39 per Case), plus 8% interest, per year, per Case, from the purchase date of September 1, 2021.

d. 3M.

- i. Lake agrees that KS is owed 220 3M cases, guaranteed for medical records, which were purchased for \$665,500, or \$3,025 a Case (the "3M Purchase Price"). The criteria for the medical record guarantee of the 3M cases are outlined in Exhibit A to this Agreement.
- ii. Lake agrees that the maximum non-medical record drop off of KS' 3M cases will be 25%.
- iii. Lake agrees that KS' is owed 60% of the total attorney contingency fee.
- iv. Lake agrees to continue to replace 3M cases.
- v. If the 3M litigation were to reach a global settlement and a shortfall of cases owed to KS still exists, Lake agrees that within 90 days of the global settlement being reached, Lake will reimburse KS for the costs paid for the undelivered 3M cases (\$3,025 per Case), plus 8% interest, per year, per Case, from the purchase date of September 1, 2021.

2. Written Notice of Modifications. In the event that a case should be replaced, converted, or modified, KS will provide written notice to Lake informing them of the need for such replacement, conversion, or modification pursuant to Section 5(b) below. Lake shall then use its best efforts to effect such replacement, conversion, or modification within a commercially reasonable timeframe.

3. Guarantee of Medical Records. Subject to the agreed upon non-medical drop off for each of the Cases described above, if a client is disqualified based on the phases below, Lake agrees that the case will be replaced one-to-one, but subject to replacement provisions set forth above,

- a. Phase 1 – Verbal Confirmation. The intake details are reconfirmed verbally, and additional information is added, based on the specific case type. Secondary outreach from Lake reconfirms the information provided over the phone with additional details such as injury,

length of use, diagnosis, and doctor information to be provided.

- b. Phase 2 – Medical Record Retrieval Phase. Medical records are obtained, proving injury, diagnosis, and/or surgery where applicable.
- c. Phase 3 – Nurse Review. The medical records are reviewed by a nurse or medical professional to determine if the injury, diagnosis, and/or surgery criteria are met, based on the specific case type.
- d. Phase 4 – Filing. The plaintiff fact sheet, census form, and/or [PPF] are filed with the courts. They contain details of the case, including diagnosis, medical history, etc. and is based on the specific case type.

4. Responsibilities of Lake. Lake agrees to the following:

- a. Lake will market, intake, and sign-up potential clients.
- b. Lake will gather medical records, a medical summary, a plaintiff fact sheet, and/or court complaint as necessary.
- c. Lake will act as liaison between the undesignated and trial firms.
- d. Lake will handle any client inquiries. Any out-of-pocket expenses paid as result of the above will be a lien on clients' portion of any recovery.

5. Miscellaneous.

- a. Expenses. Except as otherwise provided herein, KS, on the one hand, and Lake, on the other, shall each pay their own expenses incident to the negotiation, preparation, and carrying out of this Agreement, including all fees and expenses of its counsel and accountants for all activities of such counsel and accountants undertaken pursuant to this Agreement, irrespective of whether or not the transactions contemplated hereby are consummated.
- b. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made if and when delivered personally or by overnight courier to the Parties at the following addresses or sent by electronic transmission, with confirmation received (or at such other address for a Party as shall be specified by like notice):

To KS:

KS Law Group LLP
20900 NE 30th Ave, Suite 510, Miami, FL 33180
Attention: Lee Melchionni
Email: lee@capital4justice.com

To Lake:

Lake Law Firm, LLC
One Rockefeller Center, 11th Floor, New York, NY 10020
Attention: Jeffrey Dubin

Email: elake@forpersist.com

Any such notice shall, when sent in accordance with the preceding sentence, be deemed to have been given and received on the earliest of (i) the day delivered to such address, (ii) the fifth (5th) business day following the date deposited with the United States Postal Service, or (iii) twenty-four (24) hours after shipment by such courier service.

- c. Assignment; Third Party Beneficiaries. Neither this Agreement nor any rights or obligations under it are assignable, except that KS may assign its rights hereunder. Except for any indemnified parties, there shall be no third party beneficiaries of this Agreement.
- d. Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of New York applicable to contracts executed in and to be performed in New York. Each of the Parties hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of New York and of the United States, in each case located in New York, for any litigation arising out of or relating to this Agreement (and agrees not to commence any litigation relating thereto except in such courts).
- e. Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. It is the express intent of the Parties to be bound by the exchange of signatures on this Agreement via DocuSign (or similar electronic means) or emailed PDF copies.
- f. No Implied Waiver; Remedies. No failure or delay on the part of the Parties to exercise any right, power, or privilege hereunder or under any instrument executed pursuant hereto shall operate as a waiver nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. All rights, powers, and privileges granted herein shall be in addition to other rights and remedies to which the Parties may be entitled at law or in equity.
- g. Entire Agreement. This Agreement, including the Exhibit attached hereto, sets forth the entire understandings of the Parties with respect to the subject matter hereof and thereof, and it incorporates and merges any and all previous communications, understandings, oral or written as to the subject matter hereof and thereof.
- h. Amendments; Actual Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of KS and Lake. Any agreement on the part of KS or Lake to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of KS or Lake.
- i. Headings. The headings of the Sections of this Agreement, where employed, are for convenience only and do not form a part hereof and in no way modify, interpret or construe the meanings of the Parties.

- j. Severability. Any provision of this Agreement which is invalid or unenforceable shall be ineffective only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Agreement; provided, however, in the event the provision which is invalid or unenforceable pertains to a material element of the transaction such that the principal objectives of the transaction provided for herein are materially impaired or are invalid or unenforceable, this Agreement shall be terminated.
- k. Specific Performance. Each Party acknowledges that, in view of the uniqueness of the transactions contemplated by this Agreement, each Party would not have an adequate remedy at law for money damages in the event that this Agreement has not been performed in accordance with its terms, and therefore each Party agrees that the other Parties shall be entitled to specific enforcement of the terms hereof in addition to any other remedy to which it may be entitled, at law or in equity.
- l. No Presumption Regarding Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between them, and that this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would not be appropriate to deem any Party to be the drafter of this Agreement, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

* * * * *

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Case Replacement Agreement as of the date first set forth above.

KS:

KS Law Group LLP

By: Lee Melchionni
Lee Melchionni (Dec 27, 2022 20:53 EST)

Name: Lee Melchionni

Title:

LAKE:

Lake Law Firm, LLC

By: Edward Lake
Edward Lake (Dec 27, 2022 20:47 EST)

Name: Edward Lake

Title:

Exhibit A

Talcum Powder: Cases provided with the following criteria below and guaranteed by medical records:

- Diagnosed with ovarian cancer, fallopian cancer, primary peritoneal cancer, or endometrioid cancer).
- Seventy-five (75) years old or younger.
- Four (4) years plus of exposure.
- Negative BRCA test, preferred but acceptable if unknown.
- No previous or existing attorney representation.
- Ovarian cancer, fallopian cancer, primary peritoneal cancer, or endometrioid cancer with chemotherapy or treatment.
- Death within eighteen (18) months and original diagnosis within four (4) years of death.

Hernia Mesh: Cases provided with the following criteria below and guaranteed by medical records:

- Records showing revision, removal, or replacement surgery, or scheduled within ninety (90) days or needed, but unable to be performed due to medical professional recommendation.
- Client states no previous or existing attorney representation.
- All manufacturers.
- Surgery in 2011 or afterward.

Roundup: Cases provided with the following criteria below and guaranteed by medical records:

- Diagnosed with Non-Hodgkin lymphoma or subtype within the last ten (10) years, [unless medical records access then 2007 forward].
- Direct exposure only to Roundup for more than one (1) year.
- No existing attorney.

3M: Cases provided with the following criteria below and guaranteed by medical records:

- Used 3M Combat Arms CAEv2 Earplugs between 2003 and 2015.
- Diagnosed with tinnitus or documented loss of hearing of ten percent (10%) or more in at least one (1) ear.
- No existing attorney.

Camp Lejeune: Cases provided with the following criteria below and guaranteed by medical records:

- -PC must have resided, worked, or was otherwise exposed at Camp Lejeune, NC not less than 30 days from 8/1/1953 through 12/31/1987
- -PC must have been diagnosed with one of the following injuries after exposure at Camp Lejeune: Bladder Cancer, Brain Cancer, Brain Tumor, Cervical Cancer, Ovarian Cancer, Prostate Cancer, Rectal Cancer, Breast Cancer, Esophageal Cancer, Kidney Cancer, Liver Cancer, Lung Cancer, Leukemia, Hodgkin's Disease, Lymphoma, Multiple Myeloma, Hepatic Steatosis (Fatty Liver Disease), Parkinson's Disease, Renal Toxicity, Scleroderma, Non-Hodgkin's Lymphoma, Soft Tissue Cancer, Basal Cell Carcinoma, Melanoma, Merkel Cell Carcinoma, Squamous Cell Carcinoma, Colon (Colorectal) Cancer, Intestinal Cancer, Appendix Cancer, Aplastic Anemia and other Myelodysplastic syndromes, Cirrhosis of the Liver, Renal/Kidney Failure, Birth Defects (non-Cardiac), Cardiac Birth Defects, Miscarriage (19 weeks or earlier), Fetal Death (20 weeks gestation), Fertility Issues, Tremors (musculoskeletal), Pre-Parkinson's Disease, Neurobehavioral Effects - must have all symptoms: delayed reaction times, memory problems, attention/concentration problems, and motor function problems (e.g. hand tremor, postural sway)
- -PC must not currently be represented by an attorney

KS Law Group - Case Replacement Agreement

Final Audit Report

2022-12-28

Created:	2022-12-28
By:	Lee Melchionni (lee@redwoodlg.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4IPGr0ky7Gi-3IFKgGAKBJ5kv2IPsI0

"KS Law Group - Case Replacement Agreement" History








-  Document created by Lee Melchionni (lee@redwoodlg.com)
2022-12-28 - 1:44:56 AM GMT- IP address: 99.110.180.129
-  Document emailed to elake@forpersist.com for signature
2022-12-28 - 1:45:53 AM GMT
-  Email viewed by elake@forpersist.com
2022-12-28 - 1:46:43 AM GMT- IP address: 73.205.234.141
-  Signer elake@forpersist.com entered name at signing as Edward Lake
2022-12-28 - 1:47:04 AM GMT- IP address: 73.205.234.141
-  Document e-signed by Edward Lake (elake@forpersist.com)
Signature Date: 2022-12-28 - 1:47:06 AM GMT - Time Source: server- IP address: 73.205.234.141
-  Document emailed to Lee Melchionni (lee@redwoodlg.com) for signature
2022-12-28 - 1:47:07 AM GMT
-  Email viewed by Lee Melchionni (lee@redwoodlg.com)
2022-12-28 - 1:53:47 AM GMT- IP address: 99.110.180.129
-  Document e-signed by Lee Melchionni (lee@redwoodlg.com)
Signature Date: 2022-12-28 - 1:53:57 AM GMT - Time Source: server- IP address: 99.110.180.129
-  Agreement completed.
2022-12-28 - 1:53:57 AM GMT

Exhibit 8

From: Lee Melchionni <lee@capital4justice.com>
Sent: Friday, March 3, 2023 3:17:48 PM
To: Sohail Shahrsebi <Sohail@kstreetcap.com>; ALLAN TEH <allan.teh@icloud.com>
Cc: Sylvia Benito <sylvia@capital4justice.com>
Subject: KS Law Group Update

Sohail,

Attached are the case lists for KS Law Group ("KS"). To provide some context, KS is owed 200 Talcum Powder cases, with a maximum non-medical record drop off of 25%. Any shortfall in Talcum Powder cases per converted Talcum Powder case, with the Internal Revenue Service ("IRS") under the Employee Retention Tax Credit program ("ERTC") under the Coronavirus Aid, Relief, and Economic Response Act ("CARES Act"), with a maximum non-medical record drop off of 30%. KS is owed 155 Roundup Cases, with a maximum non-medical record drop off of 25%. Any shortfall in Roundup cases per converted Roundup case, with the Internal Revenue Service ("IRS") under the Employee Retention Tax Credit program ("ERTC") under the Coronavirus Aid, Relief, and Economic Response Act ("CARES Act"), with a maximum non-medical record drop off of 25%. Any shortfall in Roundup cases per conversion basis. KS is owed 220 3M cases, with a maximum non-medical record drop off of 25%.

We are also sharing the executed case replacement agreement with the Lake Law Firm.

- **3M Earplugs**
 - o 11 - Attempting to Contact
 - o 3 - Filed
 - o 54 - Pending
 - o 79 - Retained and Sent to Firm
 - o 5 - Unable to Reach/Unresponsive
- **Hernia Mesh**
 - o 3 - Attempting to Contact
 - o 8 - Filed
 - o 82 - Pending
 - o 2 - Ready to Submit
 - o 43 - Retained and Sent to Firm
 - o 4 - Unable to Reach/Unresponsive
- **Round Up**
 - o 2 - Attempting to Contact
 - o 27 - Pending
 - o 14 - Ready to Submit
 - o 18 - Retained - Sent to Firm
 - o 14 - Unable to Reach/Unresponsive
- **Talcum Powder**
 - o 1 - Attempting to Contact
 - o 5 - Pending
 - o 2 - Retained and Sent to Firm
 - o 1 - Unable to Reach/Unresponsive

--
Lee Melchionni, Esq.
Founder, COO
lee@capital4justice.com
717.380.7709



5 Attachments • Scanned by Gmail

KS Talcum Powder Report	KS 3M Earplugs Report	KS Round Up Report	KS Hernia Mesh Report	KS Law Group - C...


Exhibit 9

ml

The New York Times

Johnson & Johnson Reaches Deal for \$8.9 Billion Talc Settlement

The company faces a flood of lawsuits claiming its talc products caused cancer. The proposed settlement requires approval by a bankruptcy court, but has the backing of plaintiffs' lawyers.

 Give this article



The talc in Johnson & Johnson's baby powder may have been contaminated with asbestos, plaintiffs claim. Lucas Jackson/Reuters



By **Tiffany Hsu**

Tiffany Hsu has followed the Johnson & Johnson talc litigation closely for more than five years.

April 4, 2023

Johnson & Johnson said on Tuesday that it had agreed to pay \$8.9 billion to tens of thousands of people who claimed the company's talcum powder products caused cancer, a proposal that lawyers for the plaintiffs called a "significant victory" in a legal fight that has

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