

1 **UNITED STATES DISTRICT COURT**  
2 **SOUTHERN DISTRICT OF NEW YORK**

3 CONSUMER FINANCIAL PROTECTION  
4 BUREAU and THE PEOPLE OF THE  
5 STATE OF NEW YORK, BY ERIC T.  
6 SCHNEIDERMAN, ATTORNEY GENERAL  
7 FOR THE STATE OF NEW YORK,

8 Plaintiffs,

9 v.

10 RD LEGAL FUNDING, LLC; RD LEGAL  
11 FINANCE, LLC; RD LEGAL FUNDING  
12 PARTNERS, LP; and RONI DERSOVITZ,

13 Defendants.

CASE NO. 1:17-cv-00890 (LAP)

**DEFENDANTS RD LEGAL FUNDING,  
LLC, RD LEGAL FINANCE, LLC, RD  
LEGAL FUNDING PARTNERS, LP, AND  
RONI DERSOVITZ'S ANSWER TO  
COMPLAINT**

**DEMAND FOR JURY TRIAL**

14 **ANSWER TO COMPLAINT**

15 Pursuant to Rule 8(b) of the Federal Rules of Civil Procedure, Defendants RD Legal  
16 Funding, LLC ("RD Legal Funding"); RD Legal Finance, LLC ("FINCO"); RD Legal Funding  
17 Partners, LP ("RDLFP"); and Roni Dersovitz ("Dersovitz") (collectively, "Defendants") hereby  
18 answer the allegations directed at each of them in the Complaint filed by the People of the State  
19 of New York on February 7, 2017. As to allegations not alleged against a Defendant, no  
20 responsive pleading is required and those allegations should be considered denied as provided by  
21 Rule 8(b)(6) of the Federal Rules of Civil Procedure. If an averment is not specifically admitted,  
22 it is hereby denied.

23 **INTRODUCTION**

24 1. Responding to Paragraph 1, Defendants admit that RDLFP and FINCO are in the  
25 business of, among other things, purchasing from individuals and entities an interest in future  
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1 proceeds they might receive from a settlement fund or judgment. Defendants deny the remaining  
2 allegations contained in Paragraph 1 as to RDLFP and FINCO.

3 Defendants deny the allegations contained in Paragraph 1 as to RD Legal Funding and  
4 Dersovitz.

5 2. Responding to Paragraph 2, Defendants admit that FINCO paid money to seven  
6 former National Football League (“NFL”) players, but lack sufficient knowledge or information  
7 to form a belief concerning whether those players suffer from brain injuries, and on that basis  
8 deny such allegation and that those individuals have cognitive impairments. Defendants lack  
9 sufficient knowledge or information to form a belief concerning whether individuals who  
10 received payments from RDLFP and FINCO are first responders to the World Trade Center  
11 attack, and on that basis deny such allegations.

12 Defendants deny the allegations contained in Paragraph 2 as to RD Legal Funding and  
13 Dersovitz.

14 3. Responding to Paragraph 3, Defendants admit that RDLFP and FINCO made  
15 payments to certain individuals who were informed that they are entitled to potential proceeds  
16 from the Zadroga Fund. Defendants admit that the James Zadroga 9/11 Health and  
17 Compensation Act of 2010 reactivated the September 11th Victim Compensation Fund (the  
18 “Zadroga Fund”) and that the Act contained provisions regarding the funding of the Zadroga  
19 Fund and the separate World Trade Center Health Program. Defendants lack sufficient  
20 knowledge or information to form a belief concerning the truth of the factual allegations  
21 contained in the remainder of Paragraph 3, and on that basis deny the same.

22 4. Responding to Paragraph 4, Defendants admit that all the money from the  
23 Zadroga Fund and the NFL Settlement Fund was not immediately available to potential  
24 claimants or necessarily sufficient to pay the awards when made. Defendants lack sufficient  
25 knowledge or information to form a belief concerning the truth of the remaining factual  
26 allegations contained in Paragraph 4, and on that basis deny the same.

27 5. Defendants deny the allegations in Paragraph 5.

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1 6. Defendants deny the allegations in Paragraph 6. Paragraph 6 also contains legal  
2 conclusions to which no response is required.

3 7. Defendants deny the allegations in Paragraph 7. Paragraph 7 also contains legal  
4 conclusions to which no response is required.

5 8. Defendants deny the allegations in Paragraph 8. Paragraph 8 also contains legal  
6 conclusions to which no response is required.

7 **JURISDICTION AND VENUE**

8 9. Responding to Paragraph 9, the Court’s Opinion & Order dated June 21, 2018,  
9 struck Title X of Dodd-Frank (*see* Order at 100), which includes each substantive provision of  
10 the Consumer Financial Protection Act that forms the basis of federal jurisdiction. Accordingly,  
11 Defendants deny the allegations in Paragraph 9.

12 10. Paragraph 10 contains legal conclusions to which no response is required.

13 11. Defendants deny that the Court has personal jurisdiction over each transaction  
14 that forms the basis of the complaint and that each transaction arose from conduct within this  
15 district and is within the NYAG’s jurisdiction.

16 12. Defendants deny the factual allegations in Paragraph 12, but admit that venue is  
17 proper in this Court. Paragraph 12 also contains legal conclusions to which no response is  
18 required.

19 **PARTIES**

20 13. Responding to Paragraph 13, the Court’s Opinion & Order dated June 21, 2018,  
21 held that the structure of the Consumer Financial Protection Bureau is unconstitutional and  
22 struck Title X of Dodd-Frank. Accordingly, Defendants deny the allegations in Paragraph 13.

23 14. Responding to Paragraph 14, the Court’s Opinion & Order dated June 21, 2018,  
24 held that the structure of the Consumer Financial Protection Bureau is unconstitutional and  
25 struck Title X of Dodd-Frank, including the provisions dealing with the authority of the New  
26 York Attorney General (“NYAG”) to initiate an action under Title X. Accordingly, Defendants  
27 deny the allegations in Paragraph 14 relating to the NYAG’s authority to enforce the Consumer  
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1 Financial Protection Act (the “CFPA”) and to initiate this action in federal court. The remainder  
2 of Paragraph 14 contains legal conclusions to which no response is required.

3 15. Defendants admit the allegations in Paragraph 15.

4 16. Defendants admit the allegations in Paragraph 16.

5 17. Defendants admit the allegations in Paragraph 17.

6 18. Responding to Paragraph 18, Defendants admit that Dersovitz is the founder of  
7 RD Legal Funding, FINCO, and RDLFP. Defendants admit that Dersovitz is an owner of RD  
8 Legal Funding. Defendants deny that Dersovitz is an owner of FINCO and RDLFP. Defendants  
9 deny that Dersovitz transacted business in this district in connection with all of the matters  
10 alleged. Defendants admit the remaining allegations in Paragraph 18.

11 19. Defendants deny the allegations in Paragraph 19. Paragraph 19 also contains  
12 legal conclusions to which no response is required.

### 13 **FACTS**

#### 14 **A. Background**

15 20. Defendants admit that RDLFP and FINCO marketed products consisting of  
16 payments to individuals who have been informed they were approved to receive payments from  
17 the Zadroga Fund. Defendants admit that FINCO marketed products consisting of payments to  
18 individuals who were submitting claims to receive payments from the settlement fund in  
19 connection with the class-action lawsuit by retired NFL players. Defendants deny the remaining  
20 allegations in paragraph 20.

21 21. Defendants lack sufficient knowledge or information to form a belief concerning  
22 the truth of any factual allegations contained in Paragraph 21, and on that basis deny the same.

23 22. Defendants lack sufficient knowledge or information to form a belief concerning  
24 the truth of any factual allegations contained in Paragraph 22, and on that basis deny the same.

25 23. Responding to Paragraph 23, Defendants admit that plaintiffs in the NFL multi-  
26 district litigation consist of former NFL players or their family members. Defendants admit that  
27 a class-wide settlement agreement was approved in the case by a court in 2015. Defendants lack  
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1 sufficient knowledge or information to form a belief concerning the truth of the remaining  
2 factual allegations contained in Paragraph 23, and on that basis deny the same.

3 24. Defendants deny the allegations in Paragraph 24.

4 25. Defendants deny the allegations in Paragraph 25.

5 26. Defendants deny the allegations in Paragraph 26.

6 27. Defendants deny the allegations in Paragraph 27.

7 28. Defendants deny the allegations in Paragraph 28.

8 29. Defendants deny the allegations in Paragraph 29.

9 30. Defendants deny the allegations in Paragraph 30.

10 31. Defendants deny the allegations in Paragraph 31.

11 32. Defendants deny the allegations in Paragraph 32.

12 33. Defendants deny the allegations in Paragraph 33.

13 **B. RD Knows or recklessly disregards that its purported “assignments” are**  
14 **invalid.**

15 34. Defendants deny the allegations in Paragraph 34.

16 35. Responding to Paragraph 35, Defendants admit that Section 30.1 of the Class  
17 Action Settlement Agreement states: “Neither the Settlement Class nor any Class or Subclass  
18 Representative or Settlement Class Member has assigned, will assign, or will attempt to assign,  
19 to any person or entity other than the NFL Parties any rights or claims relating to the subject  
20 matter of the Class Action Complaint. Any such assignment, or attempt to assign, to any person  
21 or entity other than the NFL Parties any rights or claims relating to the subject matter of the  
22 Class Action Complaint will be void, invalid, and of no force and effect and the Claims  
23 Administrator shall not recognize any such action.” Defendants further admit that the Class  
24 Action Settlement Agreement was approved by a court in the Eastern District of Pennsylvania  
25 and that the approval order was affirmed by the Third Circuit. Defendants deny the remaining  
26 allegations in Paragraph 35.

1           36.     Responding to Paragraph 36, Defendants admit that 49 U.S.C. § 40101, note  
2 states: “[N]ot later than 20 days after the date on which a determination is made by the Special  
3 Master regarding the amount of compensation due a claimant under this title, the Special Master  
4 shall authorize payment to such claimant of the amount determined with respect to the claimant.”  
5 Defendants further admit that the term “claimant” is defined as “an individual filing a claim for  
6 compensation under section 405(a)(1).” Defendants further admit that the Zadroga Fund’s  
7 current written policies state: “Federal law prohibits the assignment of claims made against the  
8 United States unless done in compliance with Federal law. 31 U.S.C. 3727.” Defendants deny  
9 the remaining allegations in Paragraph 36.

10           37.     Responding to Paragraph 37, Defendants admit that their assignment agreements  
11 contain a savings clause and that in their assignment agreements, RDLFP and FINCO reserve the  
12 right to file a UCC financing statement if the agreement is recharacterized as a loan. Defendants  
13 deny the remaining allegations in Paragraph 37.

14           38.     Defendants deny the allegations in Paragraph 38.

15           39.     Responding to Paragraph 39, Defendants admit that the FAQ page of RD Legal  
16 Funding’s website states: “Can I qualify for plaintiff settlement funding if I have bad credit?  
17 Absolutely. Our plaintiff funding is not a loan and is therefore not contingent on your credit  
18 score or employment.” Defendants deny the remaining allegations in Paragraph 39.

19           40.     Responding to Paragraph 40, Defendants admit that the RDLFP and FINCO  
20 assignment and sale agreements are clearly called “Assignment and Sale Agreement” and that  
21 many of them do not disclose an interest rate. Defendants deny the remaining allegations in  
22 Paragraph 40.

23           41.     Responding to Paragraph 41, Defendants admit that some of RDLFP’s and  
24 FINCO’s assignment and sale agreements state there is no “annual percentage fee” because “the  
25 transaction is a purchase and not a loan.” Defendants further admit that some of RDLFP’s and  
26 FINCO’s assignment and sale agreements have a line for the “annual percentage fee” that  
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1 sometimes states “Not Applicable” or is left blank. Defendants deny the remaining allegations in  
2 Paragraph 41.

3 42. Responding to Paragraph 42, Defendants admit that they do not typically disclose  
4 interest rates because RDLFP’s and FINCO’s assignment and sale agreements do not accrue  
5 interest. Defendants deny the remaining allegations in Paragraph 42.

6 43. Defendants deny the allegations in Paragraph 43.

7 **C. RD falsely claims to expedite funding and “cut through red tape.”**

8 44. Defendants deny the allegations in Paragraph 44.

9 45. Defendants deny the allegations in Paragraph 45.

10 46. Defendants deny the allegations in Paragraph 46.

11 47. Responding to Paragraph 47, Defendants admit that they do not act or have the  
12 ability to act on behalf of individuals to influence the Zadroga Fund or its award-distribution  
13 timeline. Defendants deny the remaining allegations in Paragraph 47.

14 48. Responding to Paragraph 48, Defendants admit that the RDLFP and FINCO  
15 assignment and sale agreements related to the Zadroga Fund were entered into with individuals  
16 who had already received an award letter from the fund. Defendants further admit that they do  
17 not assist individuals in obtaining an award letter, nor do they take or have the ability to take  
18 additional steps to assist individuals in obtaining payment from the Zadroga Fund more quickly  
19 than if the individuals did not enter the assignment and sale agreements. Defendants deny the  
20 remaining allegations in Paragraph 48.

21 **D. RD misrepresents when consumers will receive funds.**

22 49. Responding to Paragraph 49, Defendants admit that the FAQ page of RD Legal  
23 Funding’s website states: “How long will it take to receive funding? Once we receive the  
24 necessary documentation, we can usually wire you funds within several days.” Defendants deny  
25 the remaining allegations in Paragraph 49.

26 50. Defendants deny the allegations in Paragraph 50.

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1 51. Responding to Paragraph 51, Defendants admit that Dersovitz has the authority to  
2 raise money from investors in RDLFP and FINCO. Defendants deny the remaining allegations  
3 in Paragraph 51.

4 **E. RD collects where no payment is due.**

5 52. Defendants deny the allegations in Paragraph 52.

6 53. Defendants deny the allegations in Paragraph 53.

7 54. Defendants deny the allegations in Paragraph 54.

8 **F. Facts Specific to Claims Asserted Only by the State of New York**

9 55. Defendants deny the allegations in Paragraph 55.

10 56. Paragraph 56 contains legal conclusions to which no response is required, but to  
11 the extent a response is required, Defendants deny the allegations in Paragraph 56.

12 57. Defendants deny the allegations in Paragraph 57.

13 58. Paragraph 58 contains legal conclusions to which no response is required, but to  
14 the extent a response is required, Defendants deny the allegations in Paragraph 58.

15 59. Paragraph 59 contains legal conclusions to which no response is required, but to  
16 the extent a response is required, Defendants deny the allegations in Paragraph 59.

17 60. Paragraph 60 contains legal conclusions to which no response is required, but to  
18 the extent a response is required, Defendants deny the allegations in Paragraph 60.

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20 **CAUSES OF ACTION**

21 **Count I—Deception under the CFPA Asserted by the Bureau and the State of New York**

22 61. Responding to Paragraph 61, Defendants incorporate by reference their responses  
23 to the allegations in paragraphs 1-54.

24 62. Responding to Paragraph 62, the Court's Opinion & Order dated June 21, 2018,  
25 held that the structure of the Consumer Financial Protection Bureau is unconstitutional and  
26 struck Title X of Dodd-Frank. Accordingly, Defendants deny the allegations in Paragraph 62.

27 63. Defendants deny the allegations in Paragraph 63.



1 64. Defendants deny the allegations in Paragraph 64.

2 65. Defendants deny the allegations in Paragraph 65.

3 66. Defendants deny the allegations in Paragraph 66.

4 67. Defendants deny the allegations in Paragraph 67.

5 68. Defendants admit the allegations in Paragraph 68.

6 69. Defendants deny the allegations in Paragraph 69.

7 **Count II—Abusiveness under the CFPA Asserted by the Bureau and the State of New**  
8 **York**

9 70. Responding to Paragraph 70, Defendants incorporate by reference their responses  
10 to the allegations in paragraphs 1-54.

11 71. Responding to Paragraph 71, the Court’s Opinion & Order dated June 21, 2018,  
12 held that the structure of the Consumer Financial Protection Bureau is unconstitutional and  
13 struck Title X of Dodd-Frank. Accordingly, Defendants deny the allegations in Paragraph 71.

14 72. Defendants deny the allegations in Paragraph 72.

15 73. Defendants deny the allegations in Paragraph 73.

16 74. Defendants deny the allegations in Paragraph 74.

17 75. Defendants deny the allegations in Paragraph 75.

18 76. Defendants admit the allegations in Paragraph 76.

19 77. Defendants deny the allegations in Paragraph 77.

20 **Count III—Deception under the CFPA Asserted by the Bureau and the State of**  
21 **New York**

22 78. Responding to Paragraph 78, Defendants incorporate by reference their responses  
23 to the allegations in paragraphs 1-54.

24 79. Defendants deny the allegations in Paragraph 79.

25 80. Defendants deny the allegations in Paragraph 80.

26 81. Defendants deny the allegations in Paragraph 81.

27 82. Defendants deny the allegations in Paragraph 82.

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1 83. Defendants admit the allegations in Paragraph 83.

2 84. Defendants deny the allegations in Paragraph 84.

3 **Count IV—Deception under the CFPA Asserted by the Bureau and the State of New**  
4 **York**

5 85. Responding to Paragraph 85, Defendants incorporate by reference their responses  
6 to the allegations in paragraphs 1-54.

7 86. Defendants deny the allegations in Paragraph 86.

8 87. Defendants deny the allegations in Paragraph 87.

9 88. Defendants deny the allegations in Paragraph 88.

10 89. Defendants deny the allegations in Paragraph 89.

11 90. Defendants admit the allegations in Paragraph 90.

12 91. Defendants deny the allegations in Paragraph 91.

13 **Count V—Deception under the CFPA Asserted by the Bureau and the State of New**  
14 **York**

15 92. Responding to Paragraph 92, Defendants incorporate by reference their responses  
16 to the allegations in paragraphs 1-54.

17 93. Defendants deny the allegations in Paragraph 93.

18 94. Defendants deny the allegations in Paragraph 94.

19 95. Defendants deny the allegations in Paragraph 95.

20 96. Defendants deny the allegations in Paragraph 96.

21 97. Defendants admit the allegations in Paragraph 97.

22 98. Defendants deny the allegations in Paragraph 98.

23 **Count VI—Violation of New York Civil Usury Laws Asserted by the State of New**  
24 **York**

25 99. Responding to Paragraph 99, Defendants incorporate by reference their responses  
26 to the allegations in paragraphs 1-60.

27 100. Paragraph 100 contains legal conclusions to which no response is required.

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1 101. Paragraph 101 contains legal conclusions to which no response is required.

2 102. Paragraph 102 contains legal conclusions to which no response is required.

3 103. Paragraph 103 contains legal conclusions to which no response is required.

4 104. Defendants deny the allegations in Paragraph 104.

5 105. Defendants deny the allegations in Paragraph 105.

6 **Count VII—Violation of New York Criminal Usury Laws Asserted by the State of**  
7 **New York**

8 106. Responding to Paragraph 106, Defendants incorporate by reference their  
9 responses to the allegations in paragraphs 1-60.

10 107. Paragraph 107 contains legal conclusions to which no response is required.

11 108. Paragraph 108 contains legal conclusions to which no response is required.

12 109. Defendants deny the allegations in Paragraph 109.

13 110. Defendants deny the allegations in Paragraph 110.

14 **Count VIII—Violation of New York General Obligations Law § 13-101 Asserted by**  
15 **the State of New York**

16 111. Responding to Paragraph 111, Defendants incorporate by reference their  
17 responses to the allegations in paragraphs 1-60.

18 112. Paragraph 112 contains legal conclusions to which no response is required.

19 113. Paragraph 113 contains legal conclusions to which no response is required.

20 114. Paragraph 114 contains legal conclusions to which no response is required.

21 115. Defendants deny the allegations in Paragraph 115.

22 116. Defendants deny the allegations in Paragraph 116.

23 117. Defendants deny the allegations in Paragraph 117.

24 118. Defendants deny the allegations in Paragraph 118.

25 **Count IX—Violation of New York GBL § 349 Asserted by the State of New York**

26 119. Responding to Paragraph 119, Defendants incorporate by reference their  
27 responses to the allegations in paragraphs 1-60.

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1 120. Paragraph 120 contains legal conclusions to which no response is required.

2 121. Defendants deny the allegations in Paragraph 121.

3 122. Defendants deny the allegations in Paragraph 122.

4 **Count X—Violation of New York GBL § 350 Asserted by the State of New York**

5 123. Responding to Paragraph 123, Defendants incorporate by reference their  
6 responses to the allegations in paragraphs 1-60.

7 124. Paragraph 124 contains legal conclusions to which no response is required.

8 125. Defendants deny the allegations in Paragraph 125.

9 126. Defendants deny the allegations in Paragraph 126.

10 **Count XI—New York Executive Law § 63(12) Fraud Asserted by the State of New**  
11 **York**

12 127. Responding to Paragraph 127, Defendants incorporate by reference their  
13 responses to the allegations in paragraphs 1-60.

14 128. Paragraph 128 contains legal conclusions to which no response is required.

15 129. Defendants deny the allegations in Paragraph 129.

16 130. Defendants deny the allegations in Paragraph 130.

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18 **DEMAND FOR RELIEF**

19 Defendants deny that Plaintiff is entitled to any of the requested relief, deny that Plaintiff  
20 is entitled to any relief whatsoever, and deny any allegations contained in the Demand for Relief  
21 to which a response is required.

**AFFIRMATIVE DEFENSES**

1  
2 Defendants plead the following separate and distinct affirmative defenses without  
3 conceding that they bear the burden of proof as to any of these issues. Defendants reserve the  
4 right to assert additional affirmative defenses that discovery indicates are proper.

**FIRST AFFIRMATIVE DEFENSE**

**(Failure to State a Claim)**

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7 1. Plaintiff's Complaint, and each cause of action alleged therein, fails to state a  
8 claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

**(Lack of Subject Matter Jurisdiction)**

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11 2. Plaintiff's Complaint, and each cause of action alleged therein, is barred because  
12 the Court lacks subject matter jurisdiction.

**THIRD AFFIRMATIVE DEFENSE**

**(Compliance with Law and Industry Standards)**

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15 3. At all relevant times, Defendants have been in full compliance with all applicable  
16 laws, regulations and industry standards and have acted in a careful, reasonable and prudent manner.

**FOURTH AFFIRMATIVE DEFENSE**

**(Lack of Standing)**

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19 4. Plaintiff's Complaint, and each cause of action alleged therein, fails because the  
20 NYAG lacks standing to assert the purported claims set forth in the Complaint including each  
21 transaction and/or act that occurred outside of New York.

**FIFTH AFFIRMATIVE DEFENSE**

**(No Violation of Existing Law)**

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24 5. At all relevant times, Defendants acted in accordance with all federal, state and  
25 local laws. Retroactive application of statutes, regulations and/or case law to Defendants'  
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1 alleged conduct violates the due process and equal protection clauses of the New York  
2 Constitution and the Fifth and Fourteenth Amendments of the United States Constitution.

3 **SIXTH AFFIRMATIVE DEFENSE**

4 **(Representations Were Not False)**

5 6. Assuming for the sake of argument that Defendants made certain representations  
6 to individuals, which Defendants specifically deny, no such representations were false or  
7 misleading, and individuals at all times knew the truth regarding any such representations.

8 **SEVENTH AFFIRMATIVE DEFENSE**

9 **(Consent)**

10 7. Plaintiff's Complaint, and each cause of action alleged therein, fails because  
11 individuals, and/or the persons and/or entities acting on their behalf, consented to and acquiesced  
12 in the subject conduct.

13 **EIGHTH AFFIRMATIVE DEFENSE**

14 **(Laches)**

15 8. Plaintiff's Complaint, and each cause of action alleged therein, is barred in whole  
16 or in part by the doctrine of laches.

17 **NINTH AFFIRMATIVE DEFENSE**

18 **(Waiver)**

19 9. Plaintiff's Complaint, and each cause of action alleged therein, is barred in whole  
20 or in part by the doctrine of waiver.

21 **TENTH AFFIRMATIVE DEFENSE**

22 **(Unclean Hands)**

23 10. Plaintiff's Complaint, and each cause of action alleged therein, is barred in whole  
24 or in part by the doctrine of unclean hands.

**ELEVENTH AFFIRMATIVE DEFENSE**

**(Statute of Limitations)**

11. Plaintiffs' Complaint, and each cause of action alleged therein, is barred by such statutes of limitation as may be applicable including but not limited to 12 U.S.C. § 5564(g)(1), CPLR 215(6), and CPLR 241(2)

WHEREFORE, Defendants pray for relief as follows:

1. That the Complaint be dismissed, with prejudice and in its entirety;
2. That Plaintiff takes nothing by reason of this Complaint and that judgment be entered against Plaintiff and in favor of Defendants;
3. That Defendants be awarded their attorneys' fees and costs incurred in defending this action; and
4. That Defendants be granted such other and further relief as the Court may deem just and proper.

Dated this 20<sup>th</sup> day of July, 2018.

Respectfully submitted,

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/s/ Michael D. Roth  
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LP; and RONI DERSOVITZ

**DEMAND FOR JURY TRIAL**

Defendants RD Legal Funding, LLC; RD Legal Finance, LLC; RD Legal Funding Partners, LP; and Roni Dersovitz hereby demand trial by jury in this action.

Dated this 20<sup>th</sup> day of July, 2018.

Respectfully submitted,

/s/ Michael D. Roth

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**CERTIFICATE OF SERVICE**

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It is hereby certified that a true and correct copy of the foregoing was served electronically via the Court’s electronic filing system on the date below upon all counsel of record in this matter.

DATED: July 20, 2018

By \_\_\_\_\_ /s/ Michael D. Roth  
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