

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

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In re:

1 GC COLLECTIONS, *et al.*,¹

Debtors.

Chapter 11

Case No. 18-19121-RAM

(Jointly Administered)

**LIQUIDATING TRUSTEE'S MOTION FOR APPROVAL OF THE
SETTLEMENT AGREEMENT ENTERED INTO BY AND BETWEEN
THE 1 GC COLLECTIONS CREDITORS' LIQUIDATING TRUST AND
FIRSTUSA BUSINESS DEVELOPMENT, INC. AND TODD MYERS**

Any interested party who fails to file and serve a written response to this motion within 21 days after the date of service stated in this motion shall, pursuant to Local Rule 9013-1(D), be deemed to have consented to the entry of an order in the form attached to this motion. Any scheduled hearing may then be canceled.

James S. Cassel, as liquidating trustee (the “**Liquidating Trustee**”) of the 1 GC Collections Creditors’ Liquidating Trust (including any successor or assign, the “**Trust**”), moves (the “**Motion**”), pursuant to sections 105(a) and 1107(a) of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “**Bankruptcy Code**”), Rule 9019(a) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 9019-1(A) of the Local Rules of the United States Bankruptcy Court for the Southern District of Florida (the “**Local Rules**”), for an order, substantially in the form attached hereto as **Exhibit A**, authorizing and approving the *Settlement Agreement* (the “**Settlement Agreement**”), a copy of which is attached hereto as **Exhibit B**, made and entered into by and between the Trust on behalf of 1 GC Collections f/k/a 1

¹ The Debtors in the Chapter 11 Cases, along with the business addresses and the last four (4) digits of each Debtor’s federal tax identification number, if applicable, are: 1 GC Collections, c/o Development Specialists, Inc.,

Global Capital LLC (“**1GC**”) and FirstUSA Business Development, Inc. (“**First USA**”) and Todd Myers (“**Myers**”, together with First USA, the “**First USA Parties**”). In support of this Motion, the Liquidating Trustee states:

JURISDICTION, VENUE, AND STATUTORY PREDICATES

1. The Bankruptcy Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).
2. Venue is proper before this Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory and legal predicates for the relief requested herein are sections 105(a) and 1107(a) of the Bankruptcy Code, Bankruptcy Rule 9019(a), Local Rule 9019-1(A), and section 8.02 of the Plan.

STATUS OF THE CHAPTER 11 CASES

4. On July 27, 2018 (the “**Petition Date**”), the above-captioned debtors (collectively, the “**Debtors**”) commenced the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Florida (the “**Court**”).
5. On September 20, 2019, the Court entered the *Order Confirming First Amended Joint Plan of Liquidation of 1 Global Capital LLC and 1 West Capital LLC Under Chapter 11 of the Bankruptcy Code Proposed by the Debtors and the Official Committee of Unsecured Creditors* [ECF No. 1197] (the “**Confirmation Order**”), confirming the First Amended Joint

Chapter 11 Plan of Liquidation [Ex. A., ECF No. 1197] (the “**Plan**”),² directing the execution of the 1 GC Collections Creditors’ Liquidating Trust Agreement (the “**Liquidating Trust Agreement**”), and approving the appointment of the Liquidating Trustee as the liquidating trustee of the Trust.

6. On November 21, 2019 (the “**Effective Date**”), the Effective Date of the Plan occurred. *See Notice of (A) Effective Date of Chapter 11 Plan and (B) Administrative Claims Bar Date* [ECF No. 1586]. On the Effective Date, the Trust was created, and the Liquidating Trustee appointed. Among other things, the Liquidating Trustee may prosecute, settle, abandon or compromise any Claims, Claim Objections, or Liquidating Trust Actions.

7. Pursuant to section 8.02 of the Plan, after the Effective Date, the Liquidating Trustee may in accordance with Fed.R.Bankr.P. 9019 and Local Rule 9019-1(D)(3)(b) compromise and settle any dispute relating to any Claims or any Liquidating Trust Actions where the amount in controversy exceeds \$500,000 by “negative notice” motion served on the master service list maintained in accordance with Local Rule 2002-1(H) (the “**MSL**”).

RELEVANT BACKGROUND

A. Prepetition Relationship Between 1GC and the First USA Parties.

8. On June 29, 2017, 1GC and First USA entered into a merchant agreement (the “**Merchant Agreement**”), whereby 1GC purchased future receivables from First USA in the total amount of \$244,800 (the “**Purchased Amount**”). Under the Merchant Agreement, First USA agreed to deliver to 1GC a specified percentage of its daily receivables until the Purchased Amount was paid in full. Myers guaranteed First USA’s performance under the Merchant Agreement.

² All capitalized terms used in the Motion but not defined herein shall have the meanings set forth for such terms in the Plan.

9. On May 30, 2018, 1GC filed a lawsuit against the First USA Parties, captioned at *1 Global Capital LLC Plaintiff vs. FirstUSA Business Development Inc, et al.*, CACE-18-012981 (Fla. 17th Cir. Ct. 2018) (the “**1GC Lawsuit**”), (i) asserting that First USA breached the Merchant Agreement by failing to make payments due thereunder and (ii) seeking damages in the total amount of \$211,956.49 arising from First USA’s breach of the Merchant Agreement.

10. On September 17, 2019, the First USA Parties filed their *Answer, Affirmative Defenses and Counterclaims* in the 1GC Lawsuit asserting, among other things, several counterclaims against 1GC (the “**Counterclaims**”).

B. The First USA Proof of Claim.

11. On December 4, 2018, First USA filed a proof of claim [Claim No. 10821] (the “**First USA Claim**”) against 1GC in the Chapter 11 Cases. First USA asserts that it holds against 1GC a claim in the total amount of \$2,040,500.00.

C. The Myers Proof of Claim.

12. On December 4, 2018, Myers filed a proof of claim [Claim No. 10822] (the “**Myers Claim**”, together with the First USA Claim, the “**Proofs of Claim**”) against 1GC in the Chapter 11 Cases. Myers asserts that he holds against 1GC a claim in the total amount of \$2,040,500.00.

THE SETTLEMENT AGREEMENT

13. Following arms-length negotiations regarding a global resolution, the Parties have agreed to resolve all their disputes as to the allegations contained in the Proofs of Claim, the 1GC Lawsuit, and the Counterclaims. Under the terms of the Settlement Agreement, the Parties will avoid the uncertainty and continued expense of litigation.

14. The Settlement Agreement provides that each Party to the Settlement Agreement agrees to compromise and settle their claims against each other. The material terms of the Settlement Agreement are as follows:³

- a. The Parties shall cause the 1GC Lawsuit and the Counterclaims to be dismissed with prejudice no later than seven (7) days after the filing of this Motion.
- b. The First USA Parties irrevocably waive and release any and all claims, including but not limited to those claims against 1GC as stated in the Counterclaims and/or the Proofs of Claim.

15. The Liquidating Trustee believes that the Settlement Agreement is fair and equitable and in the best interests of the Trust and the beneficiaries of the Trust. The Settlement Agreement will bring certainty to the Trust, and will permit the Liquidating Trustee to make important progress towards administering the Liquidating Trust Assets. Prompt administration of the Liquidating Trust Assets directly benefits those holding a beneficial interest in the Trust. In addition, by avoiding the costs and risks of litigating or otherwise resolving the disputes between the Parties, the Liquidating Trustee believes that the Settlement Agreement will provide a net savings to the Trust thereby increasing the funds available for further distributions to creditors. Overall, the Settlement Agreement reflects a reasonable compromise that prevents uncertainty and the unnecessary use of resources of the Trust in potentially lengthy, distracting litigation.

RELIEF REQUESTED

16. By this Motion, the Liquidating Trustee seeks entry of an order, substantially in the form attached hereto as **Exhibit A**, authorizing and approving the Settlement Agreement.

³ This summary is not a complete statement of all settlement terms contained in the Settlement Agreement. In the event of any discrepancy between the terms summarized in this Motion and the terms set forth in the Settlement Agreement, the Settlement Agreement controls.

BASIS FOR RELIEF REQUESTED

17. Bankruptcy Rule 9019(a) provides, in relevant part, that “[o]n motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement.” Fed. R. Bankr. P. 9019(a). Section 1107(a) of the Bankruptcy Code grants a debtor-in-possession the rights and powers afforded to a trustee serving in a chapter 11 case. *See* 11 U.S.C. § 1107(a). Section 105(a) of the Bankruptcy Code provides that “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” *See* 11 U.S.C. § 105(a). Section 8.02 of the Plan provides that the Liquidating Trustee shall be deemed the Estates’ representative with the power to “object to Disputed Claims and prosecute, settle, compromise, withdraw or resolve in any manner approved by the Bankruptcy Court such objections, as well as “prosecute, settle, abandon or compromise any Claims or Liquidating Trust Actions.” *See* Plan § 8.02.

18. When considering whether to approve a compromise or settlement under Rule 9019, a bankruptcy court must determine if the proposed compromise or settlement is fair, equitable, reasonable and in the best interests of the debtor’s estate. *See Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968); *In re Se. Banking Corp.*, 314 B.R. 250, 272 (Bankr. S.D. Fla. 2004) (holding a bankruptcy court considers whether a settlement is “fair and equitable”). A bankruptcy court is not required to decide the merits of claims, but is to assess the probability of succeeding on those claims. *See In re Vazquez*, 325 B.R. 30, 35 (Bankr. S.D. Fla. 2005).

19. Approval of a settlement or compromise in a bankruptcy proceeding is within the sound discretion of a bankruptcy court, and will not be disturbed or modified on appeal unless approval or disapproval is an abuse of discretion. *See In re Chira*, 367 B.R. 888, 896 n.10 (S.D.

Fla. 2007) (citing *In re Air Safety Intern., L.C.*, 336 B.R. 843, 852 (S.D. Fla. 2005)); *In re Arrow Air, Inc.*, 85 B.R. 886, 891 (Bankr. S.D. Fla. 1988). The test is whether the proposed settlement “fall[s] below the lowest point in the range of reasonableness.” *Martin v. Pahiakos (In re Martin)*, 490 F.3d 1272, 1274-75 (11th Cir. 2007); *In re Arrow Air, Inc.*, 85 B.R. at 891.

20. The Eleventh Circuit established four factors to be considered as additional guidance when determining whether a settlement or compromise should be approved:

- (i) The probability of success in litigation;
- (ii) The difficulties, if any, to be encountered in the matter of collection;
- (iii) The complexity of the litigation involved and the expense, inconvenience and delay necessarily attending it; and
- (iv) The paramount interest of the creditors and a proper deference to their reasonable views in the premises.

Wallace v. Justice Oaks II, Ltd. (In re Justice Oaks, II, Ltd.), 898 F.2d 1544, 1459 (11th Cir. 1990).

21. The *Justice Oaks* factors weigh in favor of the Court’s authorization and approval of the Settlement. Considering the interests of creditors, the relative probabilities of success, the complex nature and the inherent and uncertain risks of litigation, and the cost, expense, inconvenience, and delay associated with the same, execution of the Settlement Agreement is prudent, reasonable, fair and equitable, and reflects the sound and reasonable business judgment of the Liquidating Trustee.

22. The probability of success in litigating the merits of the disputes between the Parties is uncertain and difficult to predict. Each Party believes it possesses meritorious claims and defenses. Although the Liquidating Trustee is confident in the merits of its position, there can be no guarantee that the Liquidating Trustee ultimately would be successful. The Settlement

Agreement takes into account the probabilities of success with respect to the complex issues raised by the Parties, as well as the costs and delay associated with engaging in contentious litigation of such complex issues.

23. Pursuing litigation is inherently complicated, and the expense, inconvenience, and delay associated with litigating the disputes among the Parties weigh heavily in favor of settling the disputes. The Liquidating Trustee believes that the cash available to the Trust is better used to resolve the disputes between the Parties in the Chapter 11 Cases in a manner that maximizes the assets available to be distributed to the beneficiaries of the Trust. By settling the disputes among the Parties on the terms set forth in the Settlement Agreement, the Liquidating Trustee ensures a meaningful recovery in a timely manner rather than continuing what could become expensive, lengthy, and difficult litigation with an uncertain outcome.

24. In light of the foregoing, the Liquidating Trustee submits that the terms of the Settlement Agreement are fair and reasonable and entry of the proposed order will be in the best interests of the Trust, creditors, and the beneficiaries of the Trust. Pursuant to section 8.02 of the Plan, the Liquidating Trustee is authorized to request Court approval of the Settlement Agreement on negative notice with service limited to the MSL. Accordingly, the Liquidating Trustee respectfully requests that the Court approve the Settlement Agreement.

CONCLUSION

WHEREFORE, the Liquidating Trustee respectfully requests that the Court enter an order substantially in the form attached hereto as **Exhibit A**, (i) granting the Motion, (ii) authorizing and approving the Settlement Agreement; and (iii) granting such other and further relief as may be just and proper.

Dated: August 25, 2021

BAKER & MCKENZIE LLP

/s/ Reginald Sainvil

Paul Keenan (Fla. Bar. No. 594687)

John R. Dodd (Fla. Bar. No. 38091)

Reginald Sainvil (Fla. Bar. No. 1008135)

1111 Brickell Avenue, Suite 1700

Miami, FL 33131

Telephone: (305) 789-8900

Facsimile: (305) 789-8953

Email: paul.keenan@bakermckenzie.com

john.dodd@bakermckenzie.com

reginald.sainvil@bakermckenzie.com

Co-Counsel for the Liquidating Trustee

EXHIBIT A

Proposed Order

(Attached)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re:

1 GC COLLECTIONS, *et al.*,¹
Debtors.

Chapter 11

Case No. 18-19121-RAM
(Jointly Administered)

**ORDER GRANTING LIQUIDATING TRUSTEE'S MOTION
FOR APPROVAL OF THE SETTLEMENT AGREEMENT ENTERED INTO BY AND
BETWEEN THE 1 GC COLLECTIONS CREDITORS' LIQUIDATING TRUST AND
FIRSTUSA BUSINESS DEVELOPMENT, INC. AND TODD MYERS**

THIS MATTER came before the Court upon the *Liquidating Trustee's Motion for Approval of the Settlement Agreement Entered Into By and Between the 1 GC Collections Creditors' Liquidating Trust and FirstUSA Business Development, Inc. and Todd Myers* [ECF

¹ The Debtors in the Chapter 11 Cases, along with the business addresses and the last four (4) digits of each Debtor's federal tax identification number, if applicable, are: 1 GC Collections, c/o Development Specialists, Inc., 500 West Cypress Creek Road, Suite 400, Fort Lauderdale, Florida 33309 (9517); and 1 West Collections, c/o Development Specialists, Inc., 500 West Cypress Creek Road, Suite 400, Fort Lauderdale, Florida 33309 (1711).

No. [____]) (the “**Motion**”)² filed by the Liquidating Trustee. By the Motion, the Liquidating Trustee seeks entry of an order, pursuant to sections 105(a) and 1107(a) of the Bankruptcy Code, Bankruptcy Rule 9019, and Local Rule 9019-1(A), authorizing and approving the Settlement Agreement.

The Court, having reviewed the Motion and the Settlement Agreement, finds that (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and this Court may enter a final order consistent with Article III of the Constitution; (iii) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; (iv) the relief requested in the Motion is in the best interests of the 1 GC Collections Creditors’ Liquidating Trust (including any successor or assign, the “**Trust**”), the beneficial holders of the Trust and other parties in interest; (v) notice of the Motion was appropriate under the circumstances and no other notice need be provided; (vi) the Liquidating Trustee represented that the Motion was served on all parties required by Local Rule 9013-1(D) as modified by section 8.02 of the Plan, that the 21-day response time provided by that rule has expired, that no one has filed, or served on the Liquidating Trustee, a response to the Motion, and that the form of order was attached as an exhibit to the Motion; and (vii) upon review of the record before the Court, including the legal and factual bases set forth in the Motion, good and sufficient cause exists to grant the relief requested. Accordingly, it is

ORDERED as follows:

1. The Motion is **GRANTED** as set forth herein.
2. The Liquidating Trustee is **AUTHORIZED** to execute and enter into the Settlement Agreement, and the Settlement Agreement is **APPROVED** in its entirety.

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

3. The Proofs of Claim (including any and all amendments or supplements thereto) are hereby withdrawn and expunged. The Liquidating Trustee is authorized to modify the claims registry to reflect the withdrawal and expungement of the Proofs of Claim.

4. The Liquidating Trustee is hereby authorized and empowered to take all actions necessary to implement the relief granted in this Order.

5. This Court shall retain jurisdiction with respect to all matters arising from or relating to the interpretation or implementation of this Order.

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Submitted by:

Reginald Sainvil
Fla. Bar. No. 1008135
reginald.sainvil@bakermckenzie.com
BAKER & MCKENZIE LLP
1111 Brickell Avenue, Suite 1700
Miami, Florida 33131
Telephone: (305) 789-8900
Facsimile: (305) 789-8953

Co-Counsel for the Liquidating Trustee

(Epiq is directed to serve copies of this Order upon all interested parties and to file a Certificate of Service with the Court.)

EXHIBIT B

Settlement Agreement

(Attached)

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Agreement”) is entered into as of August 18, 2021 (the “Agreement Date”) by and between (i) 1 GC Collections Creditors’ Liquidating Trust (the “Trust”) and (ii) FirstUSA Business Development, Inc. (“First USA”) and Todd Myers (“Myers”, together with First USA, the “First USA Parties”). The Trust and the First USA Parties may each be referred to herein individually as a “Party” and jointly as the “Parties”.

WHEREAS, on July 27, 2018 (the “Petition Date”), 1 GC Collections f/k/a 1 Global Capital LLC (“1GC”) and 1 West Collections f/k/a 1 West Capital LLC (“1 West”) commenced the above-captioned bankruptcy cases (the “Chapter 11 Cases”) by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Florida (the “Bankruptcy Court”);

WHEREAS, on July 22, 2019, 1GC and the Official Committee of Unsecured Creditors of 1GC filed the *First Amended Joint Plan of Liquidation of 1 Global Capital LLC and 1 West Capital, LLC under Chapter 11 of the Bankruptcy Code Proposed by Debtors and the Official Committee of Unsecured Creditors* (the “Plan”);

WHEREAS, on September 20, 2019, the Bankruptcy Court entered an order Confirming First Amended Joint Plan of Liquidation of 1 Global Capital LLC and 1 West Capital LLC under Chapter 11 of the Bankruptcy Code Proposed by Debtors and the Official Committee of Unsecured Creditors (the “Confirmation Order”) confirming the Plan, directing the execution of 1GC Collections Creditors’ Liquidating Trust Agreement (the “Liquidating Trust Agreement”), and approving the appointment of James S. Cassel as the liquidating trustee (“Liquidating Trustee”) of the Trust;

WHEREAS, on November 21, 2019 (the “Effective Date”), the Effective Date of the Plan occurred, and pursuant to the Plan, among other things, the Liquidating Trustee was authorized to prosecute, settle, abandon or compromise any Claims, Claim Objections, or Liquidating Trust Actions (as such terms are defined in the Plan);

WHEREAS, 1GC and First USA entered into a merchant agreement (the “Merchant Agreement”), dated June 29, 2017, whereby 1GC purchased future receivables from First USA in the total amount of \$244,800 (the “Purchased Amount”). Under the Merchant Agreement, First USA agreed to deliver to 1GC a specified percentage of its daily receivables until the Purchased Amount was paid in full. Myers guaranteed First USA’s performance under the Merchant Agreement.

WHEREAS, on May 30, 2018, 1GC filed a lawsuit against the First USA Parties, captioned at *1 Global Capital LLC Plaintiff vs. FirstUSA Business Development Inc, et al.*, CACE-18-012981 (Fla. 17th Cir. Ct. 2018) (the “1GC Lawsuit”), (i) asserting that First USA breached the Merchant Agreement by failing to make payments due thereunder and (ii) seeking damages in the total amount of \$211,956.49 arising from First USA’s breach of the Merchant Agreement.

WHEREAS, on September 17, 2019, the First USA Parties filed their *Answer, Affirmative Defenses and Counterclaims* in the 1GC Lawsuit asserting, among other things, several counterclaims against 1GC (the “Counterclaims”).

WHEREAS, on December 4, 2018, the First USA Parties filed proofs of claim identified as Claim Nos. 10821 and 10822 (the “Proofs of Claim”) in the Chapter 11 Cases. Each of the Proofs of Claim assert a right to payment from 1GC in the amount \$2,040,500.

WHEREAS, the Parties desire to fully and finally compromise and settle all claims and disputes between the Parties in the Chapter 11 Cases, as well as any other claims, disputes, charges, causes of action and issues that exist or may exist between the Parties, to avoid the cost, disruption and distraction of further litigation, pursuant to the terms and conditions described in this Agreement; and

NOW THEREFORE, in consideration of the recitals set forth above, mutual promises, covenants, releases, and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. **Settlement of Litigation.** The Parties shall cause the 1GC Lawsuit and the Counterclaims to be dismissed with prejudice no later than seven (7) days after the filing of the 9019 Motion (as defined below).

2. **Waiver and Release of Claims.** Upon the Agreement Date, the First USA Parties irrevocably waive and release, without the execution of any further document, any and all claims, including but not limited to those claims against 1GC as stated in the Counterclaims and/or the Proofs of Claim. Upon approval of the 9019 Motion (as defined below), the Proofs of Claim shall be deemed withdrawn and expunged.

3. **Bankruptcy Court Approval.** The Trust’s duties and obligations under this Agreement are subject to approval by the Bankruptcy Court. On or before three business days after receipt of a fully executed copy of this Agreement, the Liquidating Trustee shall file with the Bankruptcy Court a motion pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure requesting that the Bankruptcy Court approve this Agreement (the “9019 Motion”).

4. **Counterparts and Facsimiles.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original Agreement, and all of which will constitute one agreement. Any signature in counterpart provided via facsimile and/or electronic mail with an adobe PDF attachment of this Agreement will be deemed an original signature.

5. **Representations and Warranties.** Each Party hereby represents and warrants to the other Parties (in the case of the Trust, subject to approval of the Bankruptcy Court) that: (a) it has the full right, corporate power and authority to enter into this Agreement, to grant the waivers and releases contained herein and to perform its obligations hereunder; (b) the execution of this Agreement by the individual whose signature is set forth at the end of this Agreement on behalf of such Party, and the delivery of this Agreement by such Party, have been duly authorized by all

necessary corporate action on the part of such Party; and (c) this Agreement has been executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party hereto) constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

6. **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State of Florida, without regard to the conflict of laws provisions of such State that would cause the laws of another State to be applied.

7. **Jurisdiction.** The Bankruptcy Court shall retain jurisdiction with respect to all matters arising from or related to this Agreement; provided, however, if the Bankruptcy Court does not exercise jurisdiction, then any legal suit, action or proceeding arising out of or relating to this Agreement must be instituted in the federal courts of the United States of America or the courts of the State of Florida.

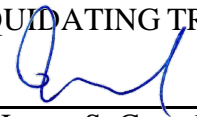
8. **Entire Agreement.** Except as specifically stated otherwise herein, this Agreement sets forth the entire understanding of the Parties relating to the subject matter hereof, and all prior understandings, written or oral, are superseded by this Agreement.

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The Parties acknowledge that they have read this Agreement and by their signatures, below, agree to the entry of same as of the Agreement Date.

Date: 08/20/2021

IGC COLLECTIONS CREDITORS'
LIQUIDATING TRUST

By: 
James S. Cassel,
as Liquidating Trustee and not individually

Date: 08/18/2021

FIRSTUSA BUSINESS DEVELOPMENT,
INC.

By: Todd Myers
Todd Myers
Its: President

Date: 08/18/2021

TODD MYERS

By: Todd Myers