MAIN ST CLAIMS

REVIEW
RECOVER
REMOVE
MOVE FORWARD

HELPING BUSINESS OWNERS

FIGHT BACK AGAINST UNFAIR MCA PRACTICES

Main Street Claims helps business owners recover funds, remove liens, eliminate personal guarantees, and resolve judgments related to Merchant Cash Advances (MCAs).

RECOVER MONEY

Pursue recovery of amounts allegedly overpaid

REMOVE LIENS

Seek termination of UCC filings and related encumbrances

ELIMINATE GUARANTEES

Address personal guarantees tied to MCA loans

RESOLVE JUDGMENTS

Challenge or negotiate consent judgments and collection actions

WHAT TO EXPECT — OUR SIMPLE 5 STEP PROCESS

From review to recovery, we make it easy for business owners to take the first step.

01 Submit Your MCA Information

Provide the basic details of your MCA transaction(s), along with a copy of each MCA agreement. You can securely submit your information at mainstclaims.com/intake.

02 Receive Your Formal Review & Recovery Report

Our team will review the terms of your MCA agreement and transaction details and prepare a formal report outlining our findings, including the potential maximum recovery identified by our analysis.

03 Complete Our Contingency Agreement

If your transaction qualifies and you would like us to pursue the matter, you can complete our contingency agreement. There is no upfront cost, and if there is no recovery, there is no recovery fee.

04 We Handle the Process

Once you move forward, our team coordinates the matter and works with the appropriate legal professionals to pursue the claim and address applicable issues related to the MCA transaction. You can continue focusing on running your business.

05 Recovery & Resolution

If the matter results in a recovery, your business receives its agreed share. Depending on the facts and available legal remedies, the process may also seek to address related issues such as UCC filings or liens, personal guarantees, judgments, and other collection matters.

CONTINGENCY BASIS — NO UPFRONT COST

We only get paid if we recover money for your business. If there is no recovery, there is no recovery fee. If a recovery is obtained, attorney fees are paid first and the remaining recovery is split 50/50 between your business and Main Street Claims, pursuant to the terms of the written agreement.

FEATURED CASE

DENALI CONSTRUCTION SERVICES, LLC

FEDERAL COURT | NORTHERN DISTRICT OF TEXAS, DALLAS | DECIDED MARCH 20, 2026

WHAT HAPPENED

Denali Construction Services is a commercial construction company that has operated in the Dallas–Fort Worth area for more than a decade. In 2019, the company discovered that its own CFO had embezzled roughly $2 million by quietly underfunding what Denali owed to unions and taxing authorities — leaving the company to absorb the loss and then pay the arrears on top of it. Months later, the COVID-19 pandemic deepened the damage.

Banks declined to lend, and the slow payment cycles of commercial construction kept squeezing cash. Starting in late 2022, Denali turned to merchant cash advances to bridge payroll and operations — at least ten advances from eight different funders in about two years, with each new advance needed to repay the one before it. The last two, in mid-2024, put $790,000 of net funding into the business in exchange for nearly $2.25 million in promised payback, drafted at up to $18,738 every business day — until the account could no longer cover the draws.

Denali fought back with a lawsuit against its funders in federal court in Dallas. After a January 2026 trial, the Court ruled that the advances were in substance loans at rates far beyond the 28% per year Texas law allows. It awarded treble damages, struck down the funder's lien on the company's assets, and found that the owners who had personally guaranteed the advances had no further liability.

KEY OUTCOMES

CASE NO. 24-03083 · N.D. TEX.

$2,658,228.96

USURY DAMAGES AWARDED

Treble damage awards of $867,737.76 and $1,790,491.20 against one funder under Texas usury law

LIEN STRUCK DOWN

The court voided the lien the funder held on Denali's assets

GUARANTEES ELIMINATED

The owners who personally guaranteed the advances have no further liability

THE TWO ADVANCES AT TRIAL — WHAT THE COURT FOUND

AGREEMENT	DISBURSED	PAYBACK	PER DAY	INTEREST	LAWFUL 28%	EXCESS	TREBLE (×3)
June 2024 advance	$440,000	$749,500	$12,499	$309,500	$20,254.08	**$289,245.92**	$867,737.76
July 2024 advance	$850,000	$1,499,000	$18,738	$649,000	$52,169.60	**$596,830.40**	$1,790,491.20
Total	**$1,290,000**	**$2,248,500**		**$958,500**	**$72,423.68**	**$886,076.32**	**$2,658,228.96**

Figures are from the Court's Findings of Fact and Conclusions of Law signed March 20, 2026 (Case No. 24-03083, N.D. Tex.). Of the $850,000 disbursed under the July 2024 agreement, $500,000 went straight back to the funder to retire the June 2024 advance — so Denali's net new funding across both agreements was $790,000. The funder also kept $210,000 in origination and underwriting fees and charged a $206,309 default fee. These awards were entered against one funder; claims against the other funders were resolved separately.

FUNDING ABUSE. LEGAL SOLUTIONS. REAL RESULTS.

FREQUENTLY ASKED QUESTIONS

Q

What is a Merchant Cash Advance (MCA)?

An MCA is a type of business funding where a company receives a lump sum of capital in exchange for a portion of future receivables. Many MCA agreements include high costs, short terms, and other provisions that may be challenged under applicable law.

Q

How do I know if I have a claim?

Our team will review your MCA agreement(s) and transaction details to determine if there may be a potential claim based on the terms, amounts paid, and how the transaction was structured.

Q

Is there any cost to get started?

No. We offer a free, no-obligation review of your MCA agreement(s). There is no upfront cost, and if there is no recovery, there is no recovery fee.

Q

How do you get paid?

If a recovery is obtained, attorney fees are paid first and the remaining recovery is split 50/50 between your business and Main Street Claims, pursuant to the terms of the written agreement.

Q

How long does the process take?

Timelines vary based on the specific facts, the funder(s) involved, and whether litigation is necessary. We will provide an estimated timeline after reviewing your agreement(s).

Q

Will this stop collection activity?

In many cases, we can work to address collection activity, including demands, UCC filings, and judgments. Specific results depend on the facts and applicable law.

READY FOR YOUR OWN REVIEW?

Take the first step today.

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mainstclaims.com/intake

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(888) 288-4303

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SAME BUSINESS. A BRIGHTER TOMORROW.