

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
(Amendment No. 2)*

(Rule 13d-101)
INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-2(a)

LM Funding America, Inc.
(Name of Issuer)

Common Stock, par value \$0.001 per share
(Title of Class of Securities)

502074404
(CUSIP Number)

Richard Russell
c/o LM Funding America, Inc.
1200 West Platt Street, Suite 100
Tampa, Florida 33606
813-222-8996

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

May 23, 2024
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this Schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

1	NAMES OF REPORTING PERSONS Richard Russell	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 196,213 (1)
	8	SHARED VOTING POWER 843,833 (2)
	9	SOLE DISPOSITIVE POWER 196,213 (1)
	10	SHARED DISPOSITIVE POWER 843,833 (2)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,040,046	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 30.41% (3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

(1) Includes up to 83,333 shares that may be acquired pursuant to options which vest within 60 days of May 23, 2024 and excludes 83,333 shares that do not vest within 60 days of May 23, 2024.

(2) Includes up to 843,833 shares that may be acquired upon the exercise of warrants held by an entity in which Mr. Russell has a beneficial interest, and through such interest may be deemed to have shared voting and dispositive power over such shares,

(3) Based on 2,492,964 shares outstanding, 83,667 shares that may be acquired pursuant to options which are currently exercisable, and 843,833 shares that may be acquired pursuant to the exercise of warrants over which Mr. Russell may be deemed to have shared voting and dispositive power.

The following constitutes the Amendment No. 2 to Schedule 13D filed by the undersigned (the "Amendment").

Item 1. Security and Issuer.

This Amendment relates to the Common Stock, par value \$0.001 per share (the "Shares"), of LM Funding America, Inc., a Delaware corporation (the "Issuer"). The address of the principal executive offices of the Issuer is 1200 West Platt Street, Suite 100, Tampa, FL 33606.

This Amendment is being filed to report a change in the ownership percentage of Richard Russell as of May 23, 2024, as a result of the purchase by BRRR, LLC, a Delaware limited liability company ("BRRR"), of warrants to purchase Shares (the "Warrants") pursuant to that certain Warrant Purchase Agreement by and between BRRR and Mint Capital Advisers Ltd., a Bahamian limited liability company (the "Purchase Agreement"). Mr. Russell, together with Mr. Bruce Rodgers, has 100% voting control of BRRR, and, therefore, may be deemed to have shared voting and dispositive power over the Shares issuable upon the exercise of the Warrants. Pursuant to the Purchase Agreement, BRRR purchased 170,500 Warrants at a purchase price of \$0.25 per Warrant, and each Warrant is immediately exercisable.

As a result, as of May 23, 2024, Mr. Russell has the right to acquire an additional 170,500 Shares of the Issuer.

Item 2. Identity and Background.

(a) This statement is filed by Richard Russell.

(b) The principal business address of Mr. Russell is 1200 West Platt Street, Suite 100, Tampa, Florida 33606.

(c) The principal business of Mr. Russell is serving as the Chief Financial Officer of the Issuer.

(d) Mr. Russell has not, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) Mr. Russell has not, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Mr. Russell is a citizen of the United States of America.

3. Item Source and Amount of Funds or Other Consideration.

Item 3 of this Schedule 13D is hereby being amended to add the following information:

On May 23, 2024, BRRR, an entity over which Mr. Russell may be deemed to have shared voting and dispositive power, purchased Warrants to purchase 170,500 Shares of the Issuer from Mint at a purchase price of \$0.25 per Warrant. The aggregate purchase price was approximately \$42,625, and the Warrants have an exercise price of \$30.00 per Share and are immediately exercisable. The Warrants will expire on October 19, 2026.

The foregoing description of the Warrant Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Warrant Purchase Agreement, a copy of which is filed as Exhibit 1 hereto and incorporated herein by reference.

4. Item Purpose of Transaction.

Reference is made to Item 3, which is hereby incorporated by reference.

All of the shares of Issuer Common Stock were acquired for investment purposes. Mr. Russell intends to evaluate his holdings in the Issuer on an ongoing basis. Mr. Russell may, from time to time, acquire additional Shares or other securities of the Issuer. In addition, he may dispose of any or all securities of the Issuer in any manner permitted by applicable securities laws. Such decisions will be based on various factors, including, without limitation, market conditions, the price at which such shares can be purchased or sold, the financial condition and prospects of the Issuer, general economic, financial, market and industry conditions, and Mr. Russell's personal financial condition. Pursuant to Mr. Russell's continued service as Chief Financial Officer of the Issuer, Mr. Russell may receive future equity awards from the Issuer in accordance with the applicable compensation plans, as may be in effect from time to time.

As Chief Financial Officer of the Issuer, Mr. Russell is involved in the oversight and management of the Issuer and setting policy for the Issuer. Mr. Russell participates with the Board of Directors of the Issuer in the consideration of, and taking action on, significant corporate events and opportunities involving the Issuer. As a result, from time to time he may consider proposals that relate to or would result in the matters listed in Items 4(a)-(j) of Schedule 13D.

Except as otherwise described herein, Mr. Russell has no plan or proposal with respect to the Issuer in his capacity as a shareholder which relates to or would result in any of the matters listed in Items 4(a)-(j) of Schedule 13D. Mr. Russell reserves the right to determine in the future whether to change the purpose or purposes described above or whether to adopt plans or proposals of the type referenced above.

5. Item Interest in Securities of the Issuer.

(a)-(b) As of the date of this Report, Mr. Russell beneficially owns 1,040,046 Shares, which represents approximately 30.41% of the outstanding Shares based on 2,492,964 Shares outstanding, which is the total number of Shares outstanding as of May 23, 2024. Mr. Russell has sole voting and dispositive power over 196,213 Shares and has shared voting and dispositive power over 843,833 Shares. The Shares are comprised of (i) 112,546 Shares held directly (including 9,028 Shares held in the form of restricted shares that are subject to vesting), (ii) 83,667 Shares issuable upon the exercise of outstanding Common Stock options held by Mr. Russell, and (iii) 843,833 Shares that may be acquired pursuant to the exercise of Warrants over which Mr. Russell may be deemed to have shared voting and dispositive power. The percentage of ownership reported in this Item 5 was calculated in accordance with Rule 13d-3(d)(1)(i) promulgated under the Securities Exchange Act of 1934, as amended.

(c) Except as described in this Amendment 13D, Mr. Russell has not effected any transaction with respect to the Shares in the past 60 days.

(d) To the best knowledge of Mr. Russell, Mr. Russell does not have and does not know any other person who has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, and Shares beneficially owned by Mr. Russell.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Other than as described herein, there are no contracts, arrangements, understandings or relationships between Mr. Russell and any other person with respect to the securities of the Issuer.

Item 7. Material to be Filed as Exhibits

- 1 [Warrant Purchase Agreement, dated May 22, 2024, by and between BRRR, LLC and Mint Capital Advisers Ltd.](#)
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SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: May 28, 2024

/s/ Richard Russell
Richard Russell

WARRANT PURCHASE AGREEMENT

This Warrant Purchase Agreement (this “Agreement”) is made and entered into as of May 22, 2024, (the “Effective Date”) by and between BRRR, LLC, a Delaware limited liability company (“Purchaser”) and Mint Capital Advisers Ltd., a Bahamian limited liability company (“Seller”). Johnson Pope Bokor Ruppel & Burns, LLP, a Florida limited liability partnership shall serve as escrow agent (the “Escrow Agent”).

The parties hereby agree as follows:

1. Sale and Purchase of Warrants. Subject to the terms and conditions of this Agreement, Seller agrees to sell, assign and transfer at the Closing (as defined below) and the Purchaser agrees to purchase the following number of warrants of LM Funding America, Inc., a Delaware corporation (the “Company”) being all of Seller’s warrants in the Company at the purchase price of \$0.25 per warrant (“Purchase Price”). Seller has 170,500 warrants in the Company and the total Purchase Price is \$42,625.00.

2. Closing: Escrow.

2.1 Deliveries by Seller. Seller shall hereby deliver to the Escrow Agent an executed copy of this Agreement and the form written warrant assignment attached to this Agreement as Exhibit A. The Company shall accept and approve the assignment in writing.

2.2 Deliveries by Purchaser. Purchaser hereby delivers to the Escrow Agent: (a) an executed copy of this Agreement; and (b) the Purchase Price.

2.3 Closing. Upon written confirmation by Purchaser and Seller, the Escrow Agent will release signatures of all parties and transfer the Purchase Price to Seller.

2.4 Further Assurances. Seller and Purchaser hereby agree to take such steps and to direct their respective brokers or agents to take such steps as may be required to effectuate the purchase and sale of the warrants contemplated by this Agreement.

3. Representations and warranties of Seller. Seller represents and warrants to Purchaser as follows.

3.1 Authority. Seller has full power and authority to enter into this Agreement. This Agreement to which Seller is a party, when executed and delivered by Seller, will constitute valid and legally binding obligations of the Seller, enforceable against Seller in accordance with their terms.

3.2 No Conflicts. Seller’s execution and delivery of this Agreement does not, and performance of the transactions contemplated hereby will not: (a) violate, conflict with or result in the violation or breach of, or constitute a default under, the terms, conditions or provisions of any agreement, document or instrument to which Seller is a party or by which Seller is bound, or (b) violate any order, writ, judgment, injunction, decree, statute, rule or regulation of any court or federal, state or local administrative agency or commission or any governmental authority or instrumentality applicable to Seller.

3.3 Consents. All consents, approvals, authorizations and orders required for the execution and delivery of this Agreement and the transfer of the warrants under this Agreement have been obtained and are in full force and effect.

3.4 Title to Warrants. Seller owns, of record and beneficially, all of the amount of warrants of the Company it is selling to Purchaser, free and clear of all liens, claims, encumbrances and security interests of any nature whatsoever. Upon purchase of the warrants pursuant to this Agreement, Purchaser shall receive good and marketable title to the warrants, free and clear of all liens, claims, encumbrances and security interests of any nature whatsoever.

3.5 Book Entry. Seller acknowledges that the warrants were issued in book-entry only form, and that no physical certificates representing the warrants exist.

3.6 Transfer for Own Account. Seller is selling the warrants solely for financial reasons and not with a view to, or for sale in connection with, a further distribution of the warrants.

3.7 No General Solicitation. At no time has Purchaser presented any Seller with or solicited Seller through any publicly issued or circulated newspaper, mail, radio, television or other form of general advertisement or solicitation in connection with the transfer of the warrants.

3.8 Non-Reliance. Seller is acting for its own account and has made his own independent decisions to enter into this Agreement and as to whether the sale of the warrants is appropriate or proper for Seller based on and upon advice from such advisors as Seller has deemed necessary, including, without limitation, legal counsel. Seller acknowledges that it is not relying on any communication (written or oral) from Purchaser as investment advice or as a recommendation to enter into this Agreement; it being understood that information and explanations related to the implementation of this Agreement shall not be considered investment advice or a recommendation to enter into this Agreement.

4. Representation and Warranties of Purchaser. Purchaser represents and warrants to Seller as follows:

4.1 Status. Purchaser has full legal right, power and authority to enter into and perform its obligations under this Agreement and to purchase the Warrants under this Agreement.

4.2 No Conflicts. Purchaser's execution and delivery of this Agreement does not, and performance of the transactions contemplated hereby will not: (a) violate, conflict with or result in the violation or breach of, or constitute a default under, the terms, conditions or provisions of any agreement, document or instrument to which Purchaser is a party or by which Purchaser is bound, or (b) violate any order, writ, judgment, injunction, decree, statute, rule or regulation of any court or federal, state or local administrative agency or commission or any governmental authority or instrumentality applicable to Purchaser.

4.3 Binding Agreement. This Agreement is a legal, valid and binding agreement of Purchaser enforceable against him in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other similar laws relating to creditors' rights generally and except that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought.

5. Miscellaneous.

5.1 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to conflicts of laws principles thereof to the extent that the general application of the laws of another jurisdiction would be required thereby. The parties hereto hereby irrevocably submit to sole and exclusive jurisdiction for any claims arising hereunder shall be in Hillsborough County, Florida or in the United States District Court, Middle District of Florida, Tampa Division.

5.2 Entire Agreement; Amendment. The exhibits and appendices referenced or attached hereto are incorporated herein as if fully set forth in the Agreement. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement, and supersedes all prior agreements, representations, warranties and undertakings, both written and oral, between the parties with respect to the subject matter hereof. Amendments or additions to this Agreement may be made only upon a mutually agreed documentation between the parties.

5.3 Waivers. No waiver of any provision hereof, or consent required hereunder, or any consent or departure from this Agreement, shall be valid or binding unless expressly and affirmatively made in writing and duly executed by the party to be charged with such waiver. No waiver shall constitute or be construed as a continuing waiver or a waiver in respect of any subsequent default, either of similar or different nature, unless expressly so stated in such writing. No course of dealing, nor any failure or delay in exercising any right, shall be construed as a waiver, and no single or partial exercise of a right shall preclude any other or further exercise of that or any other right.

5.4 Survival of Representations and Warranties. All representations, warranties, covenants and agreements set forth in this Agreement shall survive the execution and delivery of this Agreement and the closing and the consummation of the transactions contemplated hereby.

5.5 Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5.6 Severability. In the event that any provision of this Agreement or the application of any provision hereof is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected.

5.7 Counterparts; Electronic Signatures. This Agreement may be executed and delivered (including by facsimile transmission or .pdf) in one or more counterparts, and by the 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. Each party agrees that electronic signatures, whether digital or encrypted, of the parties are intended to authenticate this writing and to have the same force and effect as manual signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Purchaser has caused this Agreement to be executed by its duly authorized officers and Seller has executed this Agreement, as of the Effective Date.

SELLER:
Mint Capital Advisors, Ltd.

PURCHASER:
BRRR, LLC, a Delaware limited liability company

By: _____
Eric Strachan, Director

By: _____

Exhibit A

ASSIGNMENT

Mint Capital Advisors, Ltd., a Bahamian limited liability company
To
BRRR, LLC, a Delaware limited liability company

FOR VALUE RECEIVED, the 170,500 warrants referenced in the Warrant Purchase Agreement and all rights evidenced thereby are hereby assigned to:

Name: BRRR, LLC
(Please Print)

Address: c/o Johnson, Pope, Bokor, Ruppel, & Burns, LLP
400 N Ashley Drive, Suite
3100, Tampa, FL 33602
(Please Print)

Phone Number: 813-225-2500

Email Address: RRussell@lmfunding.com

Dated:
May 26, 2024

Holder's Signature: Mint Capital Advisors, Ltd.

By:
Eric Strachan, Director

Holder's Address: Aristo House
Balmoral
Nassau, Bahamas

Acceptance and Approval of Assignment:

LM Funding America, Inc., a Delaware corporation

By:

Exhibit B

Wire transfer directions