

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

WOODBIDGE GROUP OF COMPANIES, LLC, *et al.*,¹

Remaining Debtors.

Chapter 11

Case No. 17-12560 (JKS)

(Jointly Administered)

Hearing Date: July 6, 2022 at 2:30 p.m. (ET)
Objection Deadline: June 29, 2022 at 4:00 p.m. (ET)

**TRUST’S (I) OBJECTION TO PROOF OF CLAIM NO. 4162 ASSERTED BY
THE FRED F. COHN & MIRIAM C. PERLSON-COHN REV. TRUST 5/26/94
RESTATED AND (II) REQUEST FOR A LIMITED WAIVER OF LOCAL RULE
3007-1(f)(iii), TO THE EXTENT SUCH RULE MAY APPLY**

Woodbridge Liquidation Trust (the “Trust”), formed pursuant to the confirmed and effective *First Amended Joint Chapter 11 Plan of Liquidation of Woodbridge Group of Companies, LLC and its Affiliated Debtors* [D.I. 2397] (the “Plan”) in the jointly-administered chapter 11 bankruptcy cases (the “Chapter 11 Cases”) of Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession (collectively, the “Debtors”), hereby files this objection (this “Objection”) seeking entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), (i) disallowing and expunging Claim No. 4162 (the “Disputed Claim”) asserted by The Fred F. Cohn & Miriam C. Perlson-Cohn Rev. Trust 5/26/94 Restated (“Claimant”), (ii) directing the Debtors’ claims agent (the “Claims Agent”) to reflect the foregoing modification on the official register maintained by the Claims Agent (the “Claims Register”), and (iii) waiving Rule 3007-1(f)(iii) of the Local Rules of Bankruptcy Practice and

¹ The Remaining Debtors and the last four digits of their respective federal tax identification numbers are as follows: Woodbridge Group of Companies, LLC (3603) and Woodbridge Mortgage Investment Fund 1, LLC (0172). The Remaining Debtors’ mailing address is 14140 Ventura Boulevard #302, Sherman Oaks, California 91423.

Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) to the extent such rule may otherwise bar the assertion of any subsequent substantive objection (if any) to the Disputed Claim. In support of this Objection, the Trust relies on the record of these Chapter 11 Cases and the *Declaration of Thomas P. Jeremiassen in Support of Trust’s Objection to Claim No. 4162 Asserted by The Fred F. Cohn & Miriam C. Perlson-Cohn Rev. Trust 5/26/94 Restated* attached hereto as **Exhibit B** (the “Jeremiassen Declaration”) and respectfully states as follows:

I. JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and, pursuant to Local Rule 9013-1(f), the Trust consents to the entry of a final order by the Court in connection with this Objection to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief requested herein are Bankruptcy Code section 502(b), Bankruptcy Rules 3001, 3003, and 3007, and Local Rules 1001-1(c), 3007-1, and 3007-2.

II. BACKGROUND

2. On December 4, 2017, certain of the Debtors commenced voluntary cases under chapter 11 of the Bankruptcy Code, and on February 9, 2018, March 9, 2018, March 23, 2018 and March 27 2018, additional affiliated Debtors (27 in total) commenced voluntary cases under chapter 11 of the Bankruptcy Code (collectively, the “Petition Dates”). Pursuant to sections

1107(a) and 1108 of the Bankruptcy Code, the Debtors managed their financial affairs as debtors in possession.

3. The Chapter 11 Cases were jointly administered pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. No trustee was appointed in the Chapter 11 Cases. On October 26, 2018, the Court entered an order [D.I. 2903] confirming the Plan. On February 15, 2019, the effective date of the Plan occurred and the Trust was established. *See* Docket No. 3421.

4. On May 17, 2018, Claimant filed the Disputed Claim as a general unsecured claim against Debtor Woodbridge Structured Funding, LLC (“Woodbridge SF”) in the amount of \$10,596.56. *See* Claim No. 4162. The liability asserted by the Disputed Claim arises from a structured settlement investment. *Id.* Prior to the Petition Date, certain of the Debtors were in the business of purchasing from individual litigants or their beneficiaries (the “Sellers”) the rights, title, and interest to structured payment streams (the “Assigned Payments”) under annuity policies in respect of the settlement of litigation unrelated to the Debtors. Jeremiassen Decl. ¶ 5. In exchange for a lump sum payment to the Sellers, the Debtors would acquire, via court order pursuant to applicable state and federal statutes protecting structured settlement transactions, the Seller’s right to receive the Assigned Payments directly from the applicable third-party payors, typically life insurance/annuity companies (any such payor, a “Third-Party Payor”). *Id.* Woodbridge SF would market and sell the Assigned Payments to investors. *Id.*

5. The Claimant and Woodbridge SF entered into that certain *Master Assignment and Assumption Agreement*, dated August 16, 2012 (the “Assignment Agreement”), which set forth the terms upon which Woodbridge SF would assign to Claimant the rights to such Assigned Payments acquired from Sellers. *Id.* at ¶ 6. In accordance with the Assignment Agreement, from time to time, Woodbridge SF would deliver offer sheets to the Claimant setting forth the terms

upon which the Claimant could purchase various Assigned Payments. *Id.* If the Claimant executed and returned such offer sheets to Woodbridge SF and Woodbridge SF accepted such offer, the Claimant would make a lump sum payment of the purchase price to Woodbridge SF or one of its affiliates, and that entity would assign the offered Assigned Payments to the Claimant. *Id.* At all times, the party obligated to make the Assigned Payments (first to the Seller and then to the Claimant) is the Third-Party Payor. *Id.*

6. Here, the Claimant executed an offer sheet (the “Gainous Offer Sheet”) to purchase Assigned Payments originally owed to Seller Loyd L. Gainous in the aggregate amount of \$44,500.00 payable in 90 monthly payments of \$500.00 from November 15, 2012 until April 15, 2020. *See* Gainous Closing Book (Tab 1 & 3).² Attached to the Disputed Claim is the closing book with respect to the Gainous Offer Sheet (the “Gainous Closing Book”), which includes, *inter alia*, an Order entered by the Superior Court of the State of Arizona on October 22, 2012 (the “Gainous Order”). *See* Gainous Closing Book (Tab 8). As reflected in the Gainous Closing Book, Claimant purchased the Assigned Payments set forth in the Gainous Offer Sheet for a lump sum purchase price of \$38,571.57.³ *See* Gainous Closing Book (Tab 1). As expressly stated in the Gainous Order, the Third-Party Payor that is obligated to make the Assigned Payments to the Claimant is New York Life Insurance and Annuity Corporation and New York Life Insurance Company (collectively, “New York Life”). Gainous Order, ¶ B (“New York Life Insurance Company ... and New York Life Insurance and Annuity Corporation ... are

² The aggregate amount of the Assigned Payments originally set forth in the Gainous Offer Sheet is \$45,000.00, *see* Gainous Closing Book (Tab 3), however, the first \$500.00 monthly payment (due on November 15, 2012) was not paid to Claimant. The total Assigned Payments actually purchased by Claimant was therefore reduced by \$500.00, to \$44,500.00, and the purchase price was adjusted accordingly. *See id.* (Tab 1).

³ The original purchase price set forth in the Gainous Offer Sheet was \$38,990.41. *See* Gainous Closing Book (Tab 3). However, that purchase price was ultimately reduced slightly to \$38,571.57 in light of the missed November 15, 2012 payment referenced *supra* note 2. *See id.* (Tab 1).

hereby directed to deliver the Assigned Payments due to the Payee [Gainous] under Annuity Policy No. FP 207 762, directly to Ash Square's designated Assignee, The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated.”⁴ Also as reflected in the Gainous Closing Book, a notice, dated November 20, 2012, was sent to New York Life to inform that entity to make payments directly to Claimant. *See* Gainous Closing Book (Tab 9).

7. A copy of the Disputed Claim (including a copy of the Gainous Closing Book, which is appended to the Disputed Claim) is attached hereto as **Exhibit C**.

III. RELIEF REQUESTED

8. By this Objection, the Trust seeks entry of the Proposed Order (i) disallowing and expunging the Disputed Claim asserted by the Claimant in its entirety, (ii) directing the Claims Agent to reflect the foregoing modification on the Claims Register, and (iii) waiving Local Rule 3007-1(f)(iii) to the extent such rule may otherwise bar the assertion of any subsequent substantive objection (if any) to the Disputed Claim.

IV. BASIS FOR OBJECTION

9. Section 502(a) of the Bankruptcy Code provides that a “claim or interest, proof of which is filed under section 501 of this title, is deemed allowed, unless a party in interest ... objects.” 11 U.S.C. § 502(a). In adjudicating claim objections, courts apply “a burden-shifting framework.” *In re Devonshire PGA Holdings LLC*, 548 B.R. 689, 697 (Bankr. D. Del. 2016).

The Third Circuit Court of Appeals described this framework as follows:

Initially, the claimant must allege facts sufficient to support the claim. If the averments in his filed claim meet this standard of sufficiency, it is “*prima facie*” valid. In other words, a claim that alleges facts sufficient to support a legal liability to the claimant satisfies the claimant’s initial obligation to go forward. The burden of going forward then shifts to the

⁴ As reflected in the Gainous Order, the entity that actually assigned the Assigned Payments to Claimant was Ash Square Funding, LLC, which is a nondebtor affiliate of Woodbridge SF.

objector to produce evidence sufficient to negate the *prima facie* validity of the filed claim. It is often said that the objector must produce evidence equal in force to the *prima facie* case. In practice, the objector must produce evidence which, if believed, would refute at least one of the allegations that is essential to the claim's legal sufficiency. If the objector produces sufficient evidence to negate one or more of the sworn facts in the proof of claim, the burden reverts to the claimant to prove the validity of the claim by a preponderance of the evidence.

In re Allegheny Int'l Inc., 954 F.2d 167, 173–74 (3d Cir. 1992) (citations omitted).

10. Pursuant to Bankruptcy Code section 502(b)(1), a debtor in possession may object to a claim on the grounds that “such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law for a reason other than because such claim is contingent or unmatured.” 11 U.S.C. § 502(b)(1). A claim is unenforceable against the debtor and property of the debtor under an agreement if the debtor is not the obligor with liability for such claim under the agreement. *See, e.g., In re Thomson McKinnon Sec., Inc.*, 149 B.R. 61, 75 (Bankr. S.D.N.Y. 1992) (disallowing claims filed against debtor-sub subsidiary where contractual obligations upon which claims were based were obligations of parent and not debtor-sub subsidiary); *In re Branford Partners, LLC*, 2008 Bankr. LEXIS 580, at *2–4 (Bankr. C.D. Cal. March 5, 2008) (disallowing claim asserted against debtor because debtor was not an obligor on the note upon which claim was based and claimant failed to establish debtor's liability).

11. Here, the Claimant erroneously filed the Disputed Claim against Debtor Woodbridge SF, which has no liability for the Disputed Claim. As discussed above, the Claimant merely purchased from Woodbridge SF or one of its affiliates the right to receive the Assigned Payments set forth in the Gainous Offer Sheet. The obligor with the obligation to pay the Assigned Payments set forth in the Gainous Offer Sheet is New York Life. This Third-Party Payor is the only party with liability for the Assigned Payments under the terms of the Gainous Order and the related agreements. Because this Third-Party Payor, and *not* the Debtors, is the

obligor for the Assigned Payments, the Debtors are not liable to the Claimant for the Disputed Claim.

12. Accordingly, because the evidence attached hereto demonstrates that the Debtors do not have any obligation to pay the Disputed Claim and the Claimant cannot meet its ultimate burden of proving by a preponderance of the evidence that its claim is enforceable against the Debtors or their property, the Objection should be sustained and the Disputed Claim should be disallowed under section 502(b)(1). *See, e.g., Order (I) Sustaining Trust's Objection to Proof of Claim No. 4733 Asserted by Mountain West IRA, Inc. FBO Wanda Sharpton, IRA and (II) Waiving, to the Extent Applicable, Local Rule 3007-1(f)(iii) [D.I. 3671]* (sustaining the Trust's objection and disallowing a structured settlement claim substantially similar to the Disputed Claim at issue here).⁵ The Claimant will not be prejudiced as a result of the relief requested in this Objection because the Claimant still retains any rights it may have to receive the Assigned Payments from New York Life (to the extent not already received).

13. In an abundance of caution, the Trust requests a waiver of Local Rule 3007-1(f)(iii), to the extent such rule applies, in the event that this Objection is not sustained. Such waiver is authorized by Local Rule 1001-1(c), and will ensure that all rights of the Trust or any subsequently appointed estate representative to object in the future to the Disputed Claim on any grounds permitted by bankruptcy or nonbankruptcy law are expressly reserved.

V. RESERVATION OF RIGHTS

14. The Trust reserves the right to amend, modify, and/or supplement this Objection if necessary. Nothing contained in this Objection or any actions taken by the Trust pursuant to

⁵ The Trust has filed, and the Court has granted, numerous similar objections, including another objection filed against Claimant with respect to a different structured settlement claim. *See* Docket No. 4485.

the relief requested herein is intended or should be construed as (i) an admission as to the validity of any claim, (ii) a waiver of the Trust's rights to dispute any claim on any grounds, (iii) a promise or requirement to pay any claim, (iv) an implication or admission that any claim is of a type referenced or defined in this Objection, (v) an implication or admission that any contract or lease is executory or unexpired, as applicable, (vi) a waiver or limitation of any of the Trust's rights under the Bankruptcy Code or applicable law, (vii) a request or authorization to assume or reject any agreement under Bankruptcy Code section 365, (viii) a waiver of any party's rights to assert that any other party is in breach or default of any agreement, or (ix) an implication or admission that any contract or lease is integrated with any other contract or lease.

VI. NOTICE

15. The Trust has provided notice of this Objection to: (i) the Office of the United States Trustee for the District of Delaware, (ii) the Claimant, (iii) New York Life, and (iv) any person that, as of the filing of this Objection, has filed a specific request for notices and papers on and after the effective date of the Plan. In light of the nature of the relief requested herein, the Trust submits that no other or further notice is necessary.

VII. CONCLUSION

WHEREFORE, for the reasons set forth herein and in the Jeremiassen Declaration, the Trust respectfully requests that the Court enter the Proposed Order granting the relief requested herein and granting such other and further relief as is just and proper.

Dated: June 3, 2022
Wilmington, Delaware

/s/ Colin R. Robinson

PACHULSKI STANG ZIEHL & JONES LLP
Richard M. Pachulski (CA Bar No. 90073)
Andrew W. Caine (CA Bar No. 110345)
Bradford J. Sandler (DE Bar No. 4142)
Colin R. Robinson (DE Bar No. 5524)
919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, DE 19899 (Courier 19801)

-and-

KTBS LAW LLP (*f/k/a Klee, Tuchin, Bogdanoff & Stern LLP*)
Kenneth N. Klee (*pro hac vice*)
Michael L. Tuchin (*pro hac vice*)
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Los Angeles, California 90067

Counsel to Woodbridge Liquidation Trust

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

WOODBIDGE GROUP OF COMPANIES, LLC,
et al.,¹

Remaining Debtors.

Chapter 11

Case No. 17-12560 (JKS)

(Jointly Administered)

Objection Deadline: June 29, 2022 at 4:00 p.m. (ET)

Hearing Date: July 6, 2022 at 2:30 p.m. (ET)

**NOTICE OF TRUST'S OBJECTION TO PROOF OF CLAIM NO. 4162 ASSERTED BY
THE FRED F. COHN & MIRIAM C. PERLSON-COHN REV. TRUST 5/26/94
RESTATED AND (II) REQUEST FOR A LIMITED WAIVER OF LOCAL
RULE 3007-1(f)(iii), TO THE EXTENT SUCH RULE MAY APPLY**

TO: (I) THE UNITED STATES TRUSTEE FOR THE DISTRICT OF DELAWARE; (II) THE TRUST AND ITS COUNSEL; (III) ANY PERSON FILING A SPECIFIC REQUEST FOR NOTICES AND PAPERS ON AND AFTER THE EFFECTIVE DATE; AND (IV) CLAIMANT WHOSE DISPUTED CLAIM(S) ARE SUBJECT TO THE OBJECTION²

PLEASE TAKE NOTICE that the Woodbridge Liquidation Trust (the "Trust") has filed the attached *Trust's Objection to Proof of Claim 4162 Asserted by The Fred F. Cohn & Miriam C. Perlson-Cohn Rev. Trust 5/26/94 Restated and (ii) Request for a Limited Waiver of Local Rule 3007-1(f)(iii), to the Extent Such Rule May Apply* (the "Objection").³

PLEASE TAKE FURTHER NOTICE that any responses (each, a "Response") to the relief requested in the Objection must be filed on or before **June 29, 2022, at 4:00 p.m. (ET)** (the "Response Deadline") with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time you must serve a copy of your Response upon the undersigned counsel to the Trust so as to be received on or before the Response Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING (THE "HEARING") ON THE OBJECTION WILL BE HELD ON **JULY 6, 2022 AT 2:30 P.M. PREVAILING EASTERN TIME BEFORE THE HONORABLE J. KATE STICKLES, UNITED STATES BANKRUPTCY JUDGE, IN THE UNITED STATES BANKRUPTCY**

¹ The Remaining Debtors and the last four digits of their respective federal tax identification numbers are as follows: Woodbridge Group of Companies, LLC (3603) and Woodbridge Mortgage Investment Fund 1, LLC (0172). The Remaining Debtors' mailing address is 201 N. Brand Blvd., Suite M, Glendale, California 91203.

² In accordance with Local Rule 3007-2, the Trust has served the parties that, as of the filing of this Notice, have requested notices on and after the Effective Date, with this Notice and the Exhibits to the Objection.

³ Capitalized terms used but not otherwise defined in this Notice shall have the meanings ascribed to such terms in the Objection.

COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 3RD FLOOR, COURTROOM NO. 7, WILMINGTON, DE 19801.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO TIMELY FILE AND SERVE A RESPONSE IN ACCORDANCE WITH THE ABOVE REQUIREMENTS, YOU WILL BE DEEMED TO HAVE CONCURRED WITH AND CONSENTED TO THE OBJECTION AND THE RELIEF REQUESTED THEREIN, AND THE TRUST WILL PRESENT TO THE COURT, WITHOUT FURTHER NOTICE TO YOU, THE PROPOSED ORDER SUSTAINING THE OBJECTION.

Dated: June 3, 2022
Wilmington, Delaware

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Colin R. Robinson

Richard M. Pachulski (CA Bar No. 90073)

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Counsel to Woodbridge Liquidation Trust

EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

WOODBIDGE GROUP OF COMPANIES, LLC, *et al.*,¹

Remaining Debtors.

Chapter 11

Case No. 17-12560 (JKS)

(Jointly Administered)

Re Docket No. _____

**ORDER (I) SUSTAINING TRUST’S OBJECTION TO PROOF OF CLAIM NO. 4162
ASSERTED BY THE FRED F. COHN & MIRIAM C. PERLSON-COHN REV. TRUST
5/26/94 RESTATED AND (II) WAIVING, TO THE EXTENT APPLICABLE,
LOCAL RULE 3007-1(f)(iii)**

Upon the objection (the “Objection”)² filed by the Woodbridge Liquidation Trust (the “Trust”), formed pursuant to the confirmed and effective *First Amended Joint Chapter 11 Plan of Liquidation of Woodbridge Group of Companies, LLC and its Affiliated Debtors* [D.I. 2397] (the “Plan”) in the jointly-administered chapter 11 bankruptcy cases (the “Chapter 11 Cases”) of Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession (collectively, the “Debtors”), seeking entry of an order, pursuant to section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3001, 3003, and 3007, and Local Rules 3007-1 and 3007-2, (i) disallowing and expunging Claim No. 4162 (the “Disputed Claim”) asserted by The Fred F. Cohn & Miriam C. Perlson-Cohn Rev. Trust 5/26/94 Restated (“Claimant”), (ii) directing the Claims Agent to reflect the foregoing modifications in the Claims Register, and (iii) waiving

¹ The Remaining Debtors and the last four digits of their respective federal tax identification numbers are as follows: Woodbridge Group of Companies, LLC (3603) and Woodbridge Mortgage Investment Fund 1, LLC (0172). The Remaining Debtors’ mailing address is 14140 Ventura Boulevard #302, Sherman Oaks, California 91423.

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Objection.

Local Rule 3007-1(f)(iii) to the extent such rule may otherwise bar the assertion of any subsequent substantive objection (if any) to the Disputed Claim; and upon consideration of the record of these Chapter 11 Cases and the Jeremiassen Declaration; and it appearing that the Court has jurisdiction to consider the Objection in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and it appearing that the Objection is a core matter pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and it appearing that venue of these Cases and of the Objection is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Objection has been given under the circumstances and that no other or further notice need be given; and after due deliberation, and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, and DECREED THAT:

1. The Objection is SUSTAINED as set forth herein.
2. The Disputed Claim is disallowed and expunged in its entirety.
3. The Claims Agent is directed to modify the Claims Register to comport with the relief granted by this Order.
4. For the avoidance of doubt and to the extent applicable, Local Rule 3007-1(f)(iii) is hereby deemed waived with respect to the relief requested in the Objection and granted by this Order.
5. Nothing in this Order shall be deemed (i) an admission as to the validity of any claim, (ii) a waiver of the Trust's rights to dispute any claim on any grounds, (iii) a promise or requirement to pay any claim, (iv) an implication or admission that any claim is of a type

referenced or defined in the Objection, (v) an implication or admission that any contract or lease is executory or unexpired, as applicable, (vi) a waiver or limitation of any of the Trust's rights under the Bankruptcy Code or applicable law, (vii) a request or authorization to assume or reject any agreement under Bankruptcy Code section 365, (viii) a waiver of any party's rights to assert that any other party is in breach or default of any agreement, or (ix) an implication or admission that any contract or lease is integrated with any other contract or lease.

6. Notwithstanding any applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, or the Local Rules, this Order shall be effective immediately upon its entry.

7. The Trust is authorized to take all actions necessary or appropriate to effectuate the relief granted pursuant to this Order in accordance with the Objection.

8. This Court shall retain jurisdiction and power with respect to all matters arising from or related to the implementation or interpretation of this Order.

EXHIBIT B

Jeremiassen Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

WOODBIDGE GROUP OF COMPANIES, LLC, *et al.*,¹

Remaining Debtors.

Chapter 11

Case No. 17-12560 (JKS)

(Jointly Administered)

**DECLARATION OF THOMAS P. JEREMIASSEN IN SUPPORT OF TRUST'S
OBJECTION TO CLAIM NO. 4162 ASSERTED BY THE FRED F. COHN & MIRIAM
C. PERLSON-COHN REV. TRUST 5/26/94 RESTATED**

I, Thomas P. Jeremiassen, hereby declare under penalty of perjury, pursuant to section 1746 of title 28 of the United States Code, as follows:

1. I am a Senior Managing Director of Development Specialists, Inc. ("DSI"), located at 333 S. Grand Avenue Suite 4100, Los Angeles, California 90071. Following the "Effective Date" of the *First Amended Joint Chapter 11 Plan of Liquidation of Woodbridge Group of Companies, LLC and Its Affiliated Debtors* (the "Plan"), DSI has been engaged to provide forensic accounting and financial advisory services to the Woodbridge Wind-Down Entity LLC (the "Wind-Down Entity") and the Woodbridge Liquidation Trust (the "Trust").

2. Prior to the "Effective Date" of the Plan, I supported the Chief Restructuring Officer of WGC Independent Manager LLC, a Delaware limited liability company ("WGC Independent Manager"), which was the sole manager of debtor Woodbridge Group of Companies, LLC, a Delaware limited liability company and an affiliate of each of the entities

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that were debtors and debtors in possession (each, a “Debtor” and collectively, the “Debtors”) in the above-captioned jointly administered chapter 11 cases (the “Chapter 11 Cases”).

3. On February 13, 2018, the Court entered an order authorizing the Debtors to retain and employ DSI as their restructuring advisor. In such capacity, I became familiar with the day-to-day operations and financial affairs of the Debtors. I was one of the individuals responsible for implementing the Debtors’ wind-down and liquidation strategies and overseeing the Debtors’ financial and operational affairs. I have been consistently involved in or am familiar with the Debtors’ wind-down activities and development of the Plan.

4. I have reviewed and am generally familiar with the Objection and the Disputed Claim that is the subject thereof. Based on that review, the information contained in the Objection is true and correct to the best of my knowledge and belief.

5. Prior to the Petition Date, certain of the Debtors were in the business of purchasing from individual litigants or their beneficiaries (the “Sellers”) the rights, title, and interest to structured payment streams (the “Assigned Payments”) under annuity policies in respect of the settlement of litigation unrelated to the Debtors. In exchange for a lump sum payment to the Sellers, the Debtors would acquire, via court order pursuant to applicable state and federal statutes protecting structured settlement transactions, the Seller’s right to receive the Assigned Payments directly from the applicable third-party payors, typically life insurance/annuity companies (any such payor, a “Third-Party Payor”). Woodbridge SF would market and sell the Assigned Payments to investors.

6. The Claimant and Woodbridge SF entered into the Assignment Agreement, which set forth the terms upon which Woodbridge SF would assign to Claimant the rights to such Assigned Payments acquired from Sellers. In accordance with the Assignment Agreement, from

time to time, Woodbridge SF would deliver offer sheets to the Claimant setting forth the terms upon which the Claimant could purchase various Assigned Payments. If the Claimant executed and returned such offer sheets to Woodbridge SF and Woodbridge SF accepted such offer, the Claimant would make a lump sum payment of the purchase price to Woodbridge SF or one of its affiliates, and that entity would assign the offered Assigned Payments to the Claimant. At all times, the party obligated to make the Assigned Payments (first to the Seller and then to the Claimant) is the Third-Party Payor.

7. Here, the Claimant erroneously filed the Disputed Claim against Debtor Woodbridge SF, which has no liability for the Disputed Claim. The Claimant merely purchased from Woodbridge SF or one of its affiliates the right to receive the Assigned Payments set forth in the Gainous Offer Sheet. The obligor with the obligation to pay the Assigned Payments set forth in the Gainous Offer Sheet is New York Life. Because this Third-Party Payor, and *not* the Debtors, is the only obligor with liability for the Assigned Payments under the terms of the Gainous Order and the related agreements, the Debtors are not liable to the Claimant for the Disputed Claim.

8. Accordingly, as requested in the Objection, the Disputed Claim should be disallowed and expunged in its entirety.

9. A copy of the Gainous Closing Book is attached to the Disputed Claim, which is attached as Exhibit C to the Objection.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: June 3, 2022

/s/ Thomas P. Jeremiassen

Thomas P. Jeremiassen

EXHIBIT C

Disputed Claim

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

To select a debtor, please see attached Exhibit A.



FILED - 04162

DISTRICT OF DELAWARE

WOODBRIIDGE GROUP OF COMPANIES, LLC

17-12560/JUDGE KEVIN J. CAREY

Proof of Claim

Official Form 410*

Read the instructions before filling out this form. Do not use this form to make a request for payment of an administrative expense except for pursuant to Bankruptcy Code section 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents: they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

This chapter 11 case was commenced in the United States Bankruptcy Court for the District of Delaware, on December 4, 2017 (the "Petition Date.") Fill in all the information for the claim as of the Petition Date.

Part 1: Identify the Claim

1. Who is the current creditor?	<p><u>The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 Restated</u></p> <p>Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>		
2. Has this claim been acquired from someone else?	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>		
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)	
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<p><u>Fred F. Cohn & Miriam C. Perlson-Cohn</u></p> <p>Name _____ Name _____</p> <p><u>420 La Casa Ave.</u></p> <p>Number Street _____ Number Street _____</p> <p><u>San Mateo CA 94403</u></p> <p>City State ZIP Code _____ City State ZIP Code _____</p> <p>Contact phone <u>650-340-9546</u> Contact phone _____</p> <p>Contact email <u>miriam.cohn@gmail.com</u> Contact email _____</p>		
4. Does this claim amend one already filed?	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM/DD/YYYY</p>		
5. Do you know if anyone else has filed a proof of claim for this claim?	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>		

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Part 2: Give Information About the Claim as of the Date the Case Was Filed

6.	Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>(S/S #'s 7727 & 3781)</u>	Policy# <u>7 7 6 2</u>
7.	How much is the claim?	\$ <u>10,596.56</u> <u>as of 06-15-2018</u>	Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Secondary Market Annuity (see attached document)</u>	
9.	Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	
10.	Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11.	Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____	
12.	Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Check all that apply:	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.		<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
		<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
		<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
		<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
		<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
		<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.



13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)? No
 Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____

14. Has the claimant asserted any Debtor-related claims against any third party? No
 Yes. Provide the details of where you asserted any Debtor-related claims against a third party. _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).
 If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.
 A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:
 I am the creditor.
 I am the creditor's attorney or authorized agent.
 I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
 I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.
 I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.
 I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/14/2018
MM/DD/YYYY

Miriam C. Perlson-Cohn Fred F. Cohn
 Signature

Print the name of the person who is completing and signing this claim:
 Name Miriam C. Perlson-Cohn
First name Middle name Last name
Fred F. Cohn
 Title

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 420 La Casa Ave.
Number Street
San Mateo CA 94403
City State ZIP Code

Contact phone 650-340-9546 Email miriam.cohn@gmail.com

IF SUBMITTING A HARD COPY OF A PROOF OF CLAIM FORM, PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL: WOODBRIDGE GROUP OF COMPANIES, LLC, ET AL. P.O. BOX 10545, DUBLIN, OHIO 43017-0208. IF BY HAND OR OVERNIGHT COURIER: WOODBRIDGE GROUP OF COMPANIES, LLC, ET AL., C/O GCG, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS JUNE 19, 2018 AT 5:00 P.M. (PREVAILING EASTERN TIME)
 THE GOVERNMENT BAR DATE IS EITHER JUNE 4, 2018, AUGUST 8, 2018, SEPTEMBER 5, 2018, SEPTEMBER 19, 2018, OR SEPTEMBER 24, 2018, DEPENDING ON WHICH DEBTOR YOUR CLAIM IS AGAINST, AS SET FORTH ON EXHIBIT I TO THE BAR DATE ORDER, AVAILABLE AT <http://cases.gardencitygroup.com/wgc/>



WOODBIDGE

STRUCTURED FUNDING, LLC

14225 Ventura Blvd. Suite 100, Sherman Oaks, CA 91423

Tel: (818) 386-6300 · (866) 865-7044 · Fax: (866) 452-4499

www.woodbridgeinvestments.com

CLOSING BOOK

Designated Assignee:

The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94
restated

Annuity Issuer:

New York Life Insurance Company

Structured Settlement Obligor:

New York Life Insurance and Annuity Corporation

Original Payee:

Loyd Gainous, Jr.

Proposed Closing Date:

November 20, 2012

Table of Contents

Annuity Issuer: New York Life Insurance Company

Original Payee: Loyd Gainous, Jr.

Proposed Closing Date: November 20, 2012

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Congratulations on your purchase of a Structured Settlement Fixed Term Annuity from Woodbridge Structured Funding, LLC. We are a market leader in the sale of these investments to discerning investors like you.

Structured Settlement Fixed Term Annuities are created through personal injury litigation. Recipients of these payment streams sell them at a discount in exchange for a lump sum payment now. Payment rights to these annuities are purchased by investors pursuant to State law. The purchase and sale of each payment stream is approved by a court which issues an order redirecting the payments to the investor.

Structured Settlement Fixed Term Annuities earn a fixed rate of interest resulting in a predictable return on your investment. Investors receive payments according to the payment schedule set out in the Court Order which is included in this Closing Book.

This Closing Book has been prepared to give you easy access to important information about your investment. The Table of Contents sets out all of the relevant documentation for your transaction. To get a quick review of your investment, the Transaction Summary provides a convenient synopsis.

A few key points about your investment:

1. Payments will be made by check to the address you provided. You will find this information in the Transaction Summary.
2. You may change your address or deposit method by contacting the Annuity Issuer directly. You will be required to provide a written direction. All of the necessary contact information appears on the page entitled "Contact Information."
3. If you are an individual, the Fixed Payments shall be paid to you regardless of whether you are alive or deceased. In the event of death, your estate administrator should contact the Annuity Issuer to advise of any change of the payment direction.
4. This investment may be taxable. You should consult your tax advisor to obtain advice on the proper tax treatment in your circumstances.
5. If you are purchasing a lump sum payment(s), we strongly encourage you to contact the Annuity Issuer in writing and by telephone at least thirty (30) days before the payment is due to make sure that the Annuity Issuer has the correct name and address for the issuance of your lump sum payment(s)

Thank you for purchasing a Structured Settlement Fixed Term Annuity from Woodbridge Structured Funding, LLC. Should you have any questions, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Shapiro".

Robert Shapiro
President
Woodbridge Structured Funding, LLC

Tab 1

Contact Information and Transaction Summary

[Redacted]

Contact Information

Transfer Company

Woodbridge Structured Funding LLC
14225 Ventura Blvd. Suite 100
Sherman Oaks, CA 91423

Original Payee

Loyd Gainous, Jr.
5803 South Herpa Dr
Tucson, AZ 85706

Annuity Issuer

New York Life Insurance Company
51 Madison Avenue, Room 3003
New York, NY 10010

Structured Settlement Obligor

New York Life Insurance and Annuity Corporation
51 Madison Avenue, Room 3003
New York, NY 10010

Transfer Attorney

Amy Schwartz
302 East Coronado Rd
Phoenix, AZ 85004

Transaction Summary for Loyd Gainous, Jr.

State of Transfer :	ARIZONA
Annuity Issuer:	New York Life Insurance Company
Annuity Policy Number:	FP 207 762
Structured Settlement Obligor :	New York Life Insurance and Annuity Corporation
Aggregate Payments:	\$44,500.00
Assigned Payments:	Monthly payments of \$500.00, commencing on November 15, 2012, through and including April 15, 2020
Estimated Purchase Price:	\$38,571.57 (reflects missed November payment)
Effective Interest Rate Purchase:	4.000%
Original Annuitant:	Loyd Gainous, Jr.
Estimated Closing Date:	November 20, 2012

Tab 2

Master Assignment and Assumption Sheet

MASTER ASSIGNMENT AND ASSUMPTION AGREEMENT

This Master Assignment and Assumption Agreement (the "Agreement"), is made by and between Woodbridge Structured Funding, LLC, a State of Delaware limited liability company (the "Assignor") and The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated (the "Assignee" or "The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated").

WHEREAS, from time to time, Woodbridge Structured Funding, LLC will enter into transfer agreements (the "Transfer Agreements") with individuals (the "Sellers") who desire to sell their rights, title and interest to receive and interest in certain structured payments streams (the "Assigned Payment(s)") in exchange for a discounted lump sum payment; and

WHEREAS, from time to time, Woodbridge Structured Funding, LLC, via court order, will assign to The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated, its rights, title and interest to receive certain interests in various assigned payments under certain Transfer Agreements (the "Assignments");

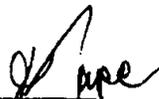
NOW THEREFORE, in consideration of the agreements, promises, and covenants set forth herein, the Assignor and the Assignee do hereby agree as follows:

1. Non-Circumvention.

- 1.1 The Assignee shall refrain from soliciting business and contracts from sources not their own which have been made available to it through Assignor without the express permission of the Assignor for a period of five years from the date of this Agreement. In addition, all parties to this Agreement, including signatories, affiliates, subsidiaries, partners, and agents to all of the parties to this Agreement will maintain complete confidentiality regarding the Assignments, the Assigned Payment(s), and Transfer Agreements, and will only disclose such business sources under mutual agreement, and only after written permission has been received from the originator of the source.
- 1.2 The Assignee and the Assignor further undertake not to enter into business transaction with banks, investors, brokers, co-brokers, sources of funds or other bodies, the names of which have been provided by either party, unless written permission has been obtained from the other party, or parties, to do so. For the sake of this agreement, it does not matter whether the information is obtained from a natural or a legal person. The Assignee also undertakes not to make use of a third party to circumvent this clause.


Initials

- 1.3 In the event of circumvention of this Agreement by either the Assignee or the Assignor, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.
2. Price Quote and Escrow. The Assignor shall deliver from time to time an offer sheet (the "Offer Sheet") to the Assignee. If the Assignee agrees to make an offer on an individual transaction, the Assignee shall execute the Offer Sheet as appropriate and return the signed Offer Sheet to the Assignor. If the Assignor accepts the offer for purchase as set forth in the Offer Sheet (the "Offer") from the Assignee, the Assignor shall notify Assignee as indicated in the Offer Sheet. The Assignor shall then deliver its acceptance to the Assignee. The Assignee shall, as directed in the Offer Sheet, deposit into a escrow account, subject to the terms and conditions of the Offer Sheet, an amount equal to the Assignee's Offer as indicated in the Offer Sheet.
3. Court Order/Stipulation.
- 3.1 Contents of Court Order. The Assignor shall obtain a court order pursuant to Schedule B of this Agreement (the "Court Order") and, where applicable, a stipulation in respect of each sale of Assigned Payment(s) to the Assignee. The Court Order shall include the following provisions:
- (a) A description of the Assigned Payment(s) to be assigned to the Assignee.
 - (b) The Assignee shall be named as the designated assignee of each respective Assigned Payment(s).
 - (c) The Assignee shall be permitted to make address changes for legitimate reasons to the designated address on record with the annuity issuer for the receipt of the Assigned Payment(s).
- 3.2 Indemnity in Court Order/Stipulation. The Assignee understands and agrees that the Court Order and stipulation (where applicable) may include a provision requiring the Assignee to indemnify and hold harmless the annuity issuer and the annuity obligor from any liability, including but not limited to reasonable costs and attorney's fees, for any claims made in connection with, related to or arising out of the transfer of the respective Assigned Payment(s).
- 3.3 Execution on Buyer's behalf. The Assignee authorizes the Assignor to execute each Court Order and, where applicable, each stipulation on Assignee's behalf pursuant to the information provided in Schedule B of this Agreement.

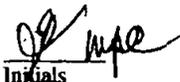

Initials

4. Closing and Payment.

- 4.1 Closing Defined. The closing of each transfer described in this Agreement (the "Closing") shall occur upon the funding into escrow account of an Assignment by the Assignee and after the delivery to and the receipt by the Assignee of a complete closing book (the "Closing Book") as described in Schedule A of this Agreement.
- 4.2 Closing Date. The day on which funds representing the purchase price (the "Purchase Price") are paid and delivered to the Seller and the Assignor respectively shall be the "Closing Date." Upon distribution from the escrow account of the funding amount set forth in the Offer Sheet, the transaction between the Assignor and the Assignee shall constitute a final sale, grant, assignment, transfer and conveyance by the Assignor to the Assignee of all of Assignor's rights, title and interest in, to and under the Assigned Payment(s).
- 4.3 Price and Payment. The Purchase Price for each Assignment shall be paid in accordance with the funding instructions mutually agreed to by the parties to this Agreement and as provided in the Closing Book. It is agreed that the Purchase Price to the Assignor will be calculated, on the day of Closing, from a pre-negotiated discount rate.

5. Representations and Warranties of the Assignor.

- 5.1 The Assignor (and its signatories hereto) has all requisite power and authority to execute, deliver and perform this Agreement.
- 5.2 All signatures in the Closing Books are genuine and the Sellers did not execute such documents under duress.
- 5.3 The Sellers are over the age of eighteen (18) years, are of sound mind and are legally competent to enter into structured settlement transactions and to execute the Transfer Agreement and the documents contained in the Closing Book.
- 5.4 All applicable laws and regulations have been complied with in connection with the Assignment and the Court Order. Specifically, but without limitation, all provisions of the applicable law(s) have been satisfied, including all requisite disclosures and notices provided in accordance therewith and jurisdictional requirements of applicable federal and state statutes.


Initials

- 5.5 The Assignor has the authorization and power to transfer the Assigned Payment(s) and no consents are needed to execute, deliver and perform the Assignor's obligations under this Agreement except for consents that have previously been obtained.
- 5.6 The Assigned Payment(s) are being transferred to the Assignee free and clear of all claims, liens and encumbrances except for those paid and released from the proceeds of the Assignment.
- 5.7 The Assignor shall cooperate with the Assignee to instruct and notify the Annuity Issuer and the Annuity Owner to make the Assigned Payment(s) to Assignee in accordance with the terms of this Agreement and the Assigned Documents, and the Assignor shall execute all other documents and agreements and cooperate with the Assignee to make any filings and to otherwise take any action necessary to ensure that the Assigned Payment(s) are not paid to anyone other than the Assignee as a result of any inaccuracy of the preceding representations and warranties. The Assignor shall direct all appropriate parties that such payments are to be made payable to "The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated" and sent to the following address:

The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated
420 La Casa Ave
San Mateo, CA. 94404

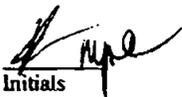
6. Wiring Instructions. The Assignee and the Assignor acknowledge that the escrow account agent cannot wire funds later than 12:00 PM Pacific Standard Time and that both the Assignee and the Assignor's obligations to each other must be completed in sufficient time in order to allow mailing of documents and wiring of funds.
7. Assumption. Subject to the terms and conditions of this Agreement, and in accordance with the Transfer Agreements, the Assignee shall accept the conveyance and assignment described in the Assignment, and shall also assume, perform, pay, and discharge all of the duties, liabilities, and obligations of the Assignor under the Transfer Agreements and the Assignment. After payment of the Purchase Price to the Assignor, the Assignee is authorized to file any and all UCC Financing Statements as it deems necessary to reflect that the rights of the Assignor to receive the Assigned Payment(s) have been assigned to the Assignee (or any other such entity as the Assignee may designate).
8. Entire Agreement. Neither party has been induced to enter into this Agreement by any covenant, representation or warranty not specifically set forth herein. This Agreement supersedes all prior agreements, arrangements and understandings,


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whether oral or written, and all other communications between the parties hereto concerning the subject matter hereof. No modification, waiver, release, rescission, or amendment of any provision of this Agreement shall be made except by a written instrument duly executed by each of the parties hereto.

9. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Assignor, the Assignee, and their respective successors and assigns.
10. **Severability.** Any invalid or unenforceable provision shall either be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and the remainder of this Agreement shall remain in full force and effect.
11. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts which, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to this Agreement, and may be appended to, any other counterpart. Facsimile transmission of executed signature pages shall be sufficient to bind the executing Party.
12. **Confidentiality.** The Assignor and the Assignee agree that the contents of this Agreement shall remain confidential, and shall not be disclosed to any person or entity (other than the party's attorneys, auditors, vendees, investors, senior managers, or such employees whose knowledge is required to carry out the terms of this Agreement) except as may be required by law and upon reasonable notice to the parties.
13. **Section Headings.** Section headings contained in this Agreement are inserted for convenience or reference only and shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction, scope of any of the provisions hereof.
14. **Governing Law.** This Agreement shall be construed according to the laws of the State of California, without regard to choice of law principles.
15. **Disclaimer.** Please be advised that this investment may be taxable. Please consult with your own certified public accountant to verify how this affects you, as Woodbridge Structured Funding LLC does not give tax advice.

[SIGNATURES ON FOLLOWING PAGE]

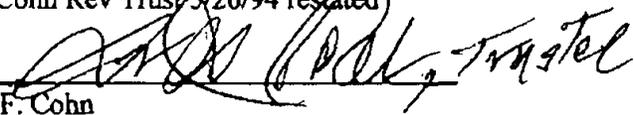

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EXECUTED this 16th day of August, 2012.

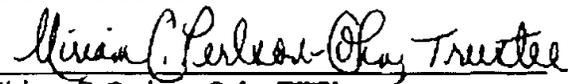
ASSIGNOR: Woodbridge Structured Funding, LLC


By: Scott Schwartz-Vice President

ASSIGNEE: ~~The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated~~


XX
By: Fred F. Cohn
Title: Trustee

The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated

XX 
By: Miriam C. Perlson-Cohn TTE's
TIN:  3781


Initials

SCHEDULE A

CLOSING BOOK REQUIREMENTS

1. **Fully executed Offer Sheet**
2. **Contact Information** for all interested parties
3. **Funding Instructions** to include the method of payment to the Seller. If payment by wire transfer, accurate wiring instructions from the Seller's financial institution.
4. **Amortization Table depicting Assigned Payment(s) with yield to the Assignee calculated at the effective interest rate**
5. **Petition**
6. **Notice of Hearing**
7. **Certificate or Proof of Service**
8. **Court Order** from a court with proper jurisdiction
9. **Stipulation** executed by all interested parties, a **Notice of Assignment and Proof of delivery of the administration fee to the Annuity Issuer, or,**
10. **Acknowledgement Letter** from the Annuity Issuer stating that they will direct payments in accordance with the Order to The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated.
11. **Annuity Contract or Benefits Letter**
12. **Transfer or Purchase Agreement**
13. **Disclosure Statement**
14. **Underlying Structured Settlement Agreement or Minor's Compromise** (if available)
15. **Qualified Assignment Agreement** (if applicable or available)
16. **Certificate of Marital Status** and, if married, a **Notarized Spousal Consent Form**
17. **Independent Professional Advice (IPA) Form** or **IPA Waiver Form** as applicable


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- 18. **Affidavit from Payee stating dependents and setting forth factual basis for best interests**
- 19. **Payee's Application**
- 20. **Photo Identification**
- 21. **For the Payee and the Payee's spouse; evidence of due diligence pertaining to UCC, lien, judgment, and bankruptcy searches.**


Initials

SCHEDULE B

ORDER/STIPULATION REQUIREMENTS

1. Designated Beneficiary, Death Provision

The order must name the designated beneficiary as the seller's estate but direct what happens in the event of seller's death.

Example wording:

During the period the structured settlement payment rights are being assigned or encumbered pursuant to the transaction at issue, the designated beneficiary of the Assigned Payments shall be the Estate of [Seller]. However, WOODBRIDGE's designated assignee, The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated, shall be entitled to receive the Assigned Payment(s) even in the event of [Seller's] death.

2. Direction of Assigned Payments

It is WOODBRIDGE's policy that the investor be named in the court order as the Designated Assignee. The investor's name and address must be inserted in the court order, however the investor's tax payer identification number is to be omitted unless specifically required by the annuity issuer and/or structured settlement obligor.

The order must state that the application is approved and order the Annuity Issuer to make the Assigned Payment(s) directly to the Designated Assignee as and when they are due. If this is not possible, Woodbridge must obtain written authorization from The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated, to use alternate language.

NOTE: The preferred wording will state that the payments are to be made to the Designated Assignee, "[name of investor]" or Designated Assignee's assigns as directed in writing by the Designated Assignee.

Example wording:

Pursuant to the approved transfer, [name of annuity issuer], as Annuity Issuer, and [name of annuity owner], as Obligor, are hereby ordered to deliver the Assigned Payment(s) which were previously due to Transferor, [name of seller] under Annuity Policy [policy number], directly to: The Fred F. Cohn & Miriam


Initials

C. Perlson-Cohn Rev Trust 5/26/94 restated, its successors and/or assigns at the following address:

420 La Casa Ave
San Mateo, CA. 94404

or to any other address as designated in writing by The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated , its successors and/or assigns without further order of this Court.

If the insurance company does not agree to the above provision, then it is acceptable to add wording to limit the further assignability of payments and to delete the provisions relating to “its successors and/or assigns”

Example wording:

In the event The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated, further assigns the Assigned Payment(s) (or any portion thereof) (a “Reassignment”) to any other person or entity, neither [annuity issuer] nor [annuity owner] will be obligated to redirect the Assigned Payment(s) (or any portion thereof) to any person or entity other than The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated, or to any payment address other than the Designated Address and The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated, shall remain obligated to comply with all terms and conditions herein. However, if The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated, moves, or its designated payment address is no longer viable for reasons beyond its control, [annuity issuer] and [annuity owner] shall make payments to the new payment address upon the timely submission by The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated, of a written notice to [annuity issuer] and [annuity owner] confirming that such event has occurred, and specifying the new entity and/or payment address.

3. Annuity issuer acknowledgment of assignment

If possible, the court order should provide that the annuity issuer will send an acknowledgement letter to the investor or its assignees acknowledging the transfer.

Example wording

That not later than twenty (20) days after service of a copy of the Order entered by this Court, the Annuity Issuer shall send a letter to WOODBRIDGE and its designated assignee, The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust


Initials

5/26/94 restated, at the following address, Woodbridge Structured Funding, LLC, 14225 Ventura Blvd, Suite 100, Sherman Oaks, CA 91423 and The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated, 420 La Casa Ave., San Mateo, CA 94404 acknowledging the Transfer, informing WOODBRIDGE and its designated assignee, The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated, that the change has been made to its records, and specifying the name of the payee scheduled to receive the Assigned Payment(s), and address or bank account designation to where the Assigned Payment(s) shall be sent.

If the annuity issuer or owner objects to this provision it may be removed.

4. Binding nature of order

The order should state that it is binding.

Example wording:

This Order shall be binding upon the [seller], WOODBRIDGE, [annuity issuer], and [annuity owner] and all other interested parties."

5. Indemnity and Release provisions

It is preferred that the order not mention any indemnification language. If the annuity issuer and/or obligor require indemnification language to be inserted into the Court order, the preference will be to only have WOODBRIDGE release and indemnify the annuity issuer and annuity owner.

If necessary after negotiation, it is permissible to have the investor also release and indemnify.

Example wording:

[WOODBRIDGE and/or The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated, shall defend, indemnify, and hold harmless [annuity issuer] and [annuity owner], and their respective past, present, and future directors, shareholders, officers, agents, employees, servants, successors, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, employees, servants, successors, and assigns, from and against any and all liability, including reasonable costs and attorneys' fees, for any and all claims made, including but not limited to any claims made by [seller] and his heirs, beneficiaries, contingent beneficiaries, executors, administrators, and assigns, in connection with, related to, or arising out of the Purchase Agreement, the Proposed Transfer, the Assigned Payment(s), any


initials

Reassignment, the Stipulation, or this Order, except with respect to claims to enforce a party's rights under this Order.

WOODBIDGE, The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated, and [seller], for themselves and their respective past, present, and future directors, shareholders, officers, agents, employees, servants, successors, heirs, beneficiaries, contingent beneficiaries, executors, administrators, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, employees, servants, successors, heirs, beneficiaries, contingent beneficiaries, executors, administrators, and assigns (the "Releasors"), hereby remise, release, and forever discharge [annuity issuer and/or annuity owner], and their respective directors, shareholders, officers, agents, employees, servants, successors, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, employees, servants, successors, and assigns, past and present (the "Releasees"), of and from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, settlements, damages, claims, and demands whatsoever, in law or in equity, in connection with, related to, or arising out of the Purchase Agreement, Assigned Payment(s), the Proposed Transfer, the parties' Stipulation, or this Order, which against each other or the Releasees, the Releasors can, shall, or may have, except for claims to enforce a party's rights under this Order.

6. Child Support Order Interpleader

The following clause may be requested by the annuity issuer/annuity owner. It is preferred that the clause not be included as we do not believe that subsequent child support orders are relevant or can affect a prior structured settlement transfer.

If the annuity issuer/owner insists after negotiation that a provision be included, you may do so where appropriate.

Example wording

In the event an order is subsequently entered requiring [annuity owner] or [annuity issuer] to make payments in connection with a child support order, divorce decree or other order of a similar nature affecting the Assigned Payment(s), [annuity owner] and/or [annuity issuer] may file an interpleader action in a court in the jurisdiction in which [Seller] is domiciled at the time and [annuity issuer] will make payments to the court, or as directed by the court, until the court determines the priority of the subsequent order.

7. Other provisions


Initials

Any other provisions that are not represented above but may be sought by other parties need to be considered in relation to the provisions outlined above. If consistent, I hereby authorize WOODBRIDGE to agree to them, if inconsistent, separate written authorization must be obtained.


Initials

Tab 3

Offer Sheet

Offer Sheet

(Offer for Purchase of Structured Asset)

Woodbridge Structured Funding, LLC (the "Assignor") hereby makes available for Offer the purchase of the following structured asset. By executing below, The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated (the "Assignee") hereby offers for purchase a structured asset on the following terms, which describe the structured asset:

Payee Name:	Loyd L. Gainous
Annuity Issuer:	New York Life Insurance Company
Annuity Policy Number:	
Structured Settlement Obligor:	
Aggregate Payments:	\$45,000.00
Assigned Payments:	Ninety monthly (90) payments as follows: \$500.00 from November 15th, 2012 till April 15th, 2020
Purchase Price:¹	\$38,990.41
Effective Interest Rate:	4.00%

Terms of Escrow:

1. Acknowledging that the Assignee and the Assignor have previously executed a Master Assignment and Assumption Agreement, all terms of said agreement are adopted in this Offer and incorporated herein by this reference.

2. The Assignee shall, no less than 30 days prior to the first scheduled court hearing on this matter, deliver the Purchase Price to Offices of Woodbridge Structured Funding Escrow Account (the "Escrow Agent"). The Purchase Price shall be made by draft paid in US Dollars and payable to the Woodbridge Structured Funding Escrow Account and delivered to the following address:

Woodbridge Structured Funding
14225 Ventura Blvd, Suite 100
Sherman Oaks, CA 91423

3. The Assignor shall direct the Escrow Agent to hold the Purchase Price in the Escrow Account, which is a non-interest bearing account.

4. The closing will take place at a date to be determined, which will be no later than 180 days from the Acceptance of this Offer.

5. In the event the judge or the court changes the Assignor's purchase price payable to the original payee or if the payments purchased or payment dates are revised or amended, Assignor shall have the right to cancel this agreement and return the full purchase price received by the Escrow Agent to Assignee. In addition, if the payee changes the Purchase Price or if the payments are not available, Assignor shall have the

¹ This is an estimated price as of the projected day of funding. Actual Purchase Price will be calculated using the stated effective interest rate and shall be calculated as of the actual day of funding.

[Handwritten initials]
Initials

right to cancel this agreement and return the full purchase price to the Assignee. Additionally, In the event the transaction changes due to increased purchase price, change in payments, less payments, or more payments, assignor shall have the right to cancel this agreement and return the full purchase price to the Assignee. In the event the court denies the transfer petition or the court hearing is changed to more than 30 days, Assignee shall have the sole right to request an immediate refund of their funds from escrow.

6. Upon satisfaction of all terms and conditions of the Master Assignment and Assumption Agreement, the Escrow Agent shall deliver the closing book to the Assignee, or its designated agent as the Assignee may so designated in writing from time to time.

7. As an express condition of Closing, the Assignee shall have in its sole and absolute discretion, the right to review the closing book and verify information contained therein. The Assignee shall have three (3) business days from the date of receipt of the Closing Book to notify the Assignor of any objections to the underwriting of this transaction. If such an objection occurs, the Assignor shall have either up to forty five (45) business days ("Cure Period") from the date receipt of notice of objection to cure said objection or the Assignor at its sole and absolute discretion shall have the right to cancel the agreement at any time during the Cure Period. If, the Assignor chooses to cancel this agreement, the Assignee hereby authorizes and provides the Assignor with the power of attorney to take any steps necessary to reassign this transaction to another investor and/or assignee. If, the Assignor cures and satisfies said objection, the Assignee shall provide the Assignor with written acknowledgement that said cure is satisfactory. If the Assignee does not notify the Assignor within three (3) business days of said cure, the Assignor has the right to fund this transaction. If the Assignee does not notify the Assignor and the Escrow Agent of any objections to the funding of this transaction, the Escrow Agent shall close this transaction by distribution of the funds held in escrow by the Escrow Agent as directed by the Assignor.

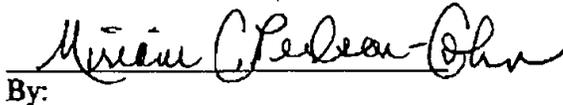
8. In the event, the Assignee defaults on the Master Assignment and Assumption Agreement and/or the Offer Sheet, the Assignor shall be entitled to retain an amount not to exceed ten percent of the monies held in escrow as liquidated damages. In addition, the Assignor in its sole and absolute discretion shall have the power and authority to cancel any remaining transactions between the Assignor and Assignee.

Offered by:

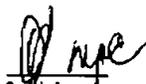
Dated: 09/07/2012

By: 

Fred F. Cohn-trustee

By: 

Miriam C. Perlson-Cohn-trustee

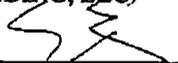

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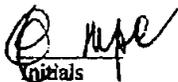
Accepted by:

**WOODBIDGE STRUCTURED
FUNDING, LLC**

Dated:

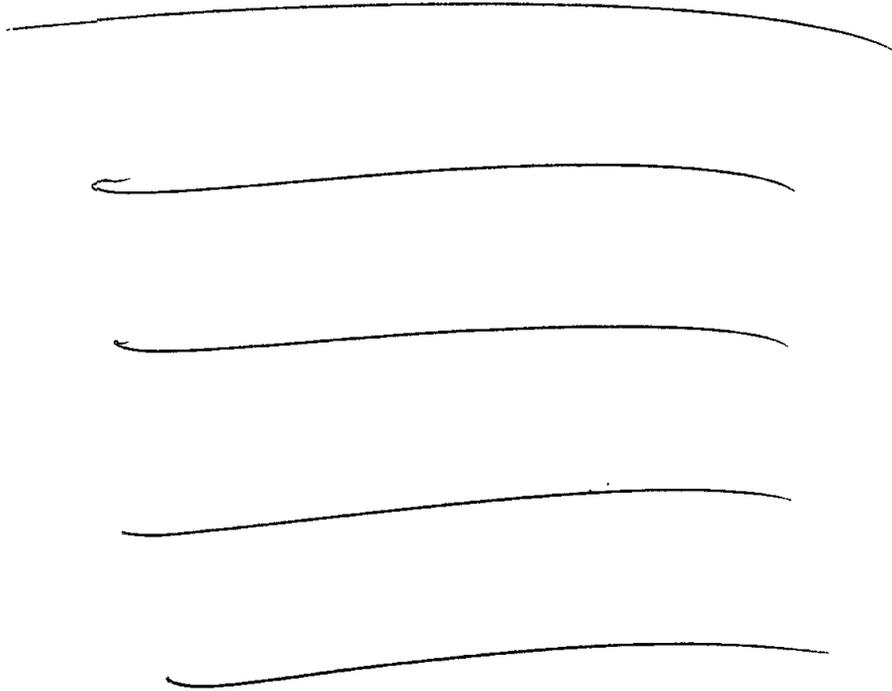
9/12/12

By: 
Scott Schwartz
Vice President


Initials

Tab 4

Amortization Schedule (Est. Funding November 20, 2012)



11/20/2012 3:17:07 PM Page 1

Loyd L. Gainous #868614 AZ

Compound Period : Monthly

Effective Annual Rate ... : 4.000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	11/20/2012	38,571.57	1		
2 Payment	12/15/2012	500.00	89	Monthly	04/15/2020

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 11/20/2012				38,571.57
1 12/15/2012	500.00	103.79	396.21	38,175.36
2012 Totals	500.00	103.79	396.21	
2 01/15/2013	500.00	124.98	375.02	37,800.34
3 02/15/2013	500.00	123.75	376.25	37,424.09
4 03/15/2013	500.00	122.52	377.48	37,046.61
5 04/15/2013	500.00	121.28	378.72	36,667.89
6 05/15/2013	500.00	120.04	379.96	36,287.93
7 06/15/2013	500.00	118.80	381.20	35,906.73
8 07/15/2013	500.00	117.55	382.45	35,524.28
9 08/15/2013	500.00	116.30	383.70	35,140.58
10 09/15/2013	500.00	115.04	384.96	34,755.62
11 10/15/2013	500.00	113.78	386.22	34,369.40
12 11/15/2013	500.00	112.52	387.48	33,981.92
13 12/15/2013	500.00	111.25	388.75	33,593.17
2013 Totals	6,000.00	1,417.81	4,582.19	
14 01/15/2014	500.00	109.98	390.02	33,203.15
15 02/15/2014	500.00	108.70	391.30	32,811.85
16 03/15/2014	500.00	107.42	392.58	32,419.27
17 04/15/2014	500.00	106.13	393.87	32,025.40
18 05/15/2014	500.00	104.84	395.16	31,630.24
19 06/15/2014	500.00	103.55	396.45	31,233.79
20 07/15/2014	500.00	102.25	397.75	30,836.04
21 08/15/2014	500.00	100.95	399.05	30,436.99
22 09/15/2014	500.00	99.64	400.36	30,036.63
23 10/15/2014	500.00	98.33	401.67	29,634.96
24 11/15/2014	500.00	97.02	402.98	29,231.98
25 12/15/2014	500.00	95.70	404.30	28,827.68
2014 Totals	6,000.00	1,234.51	4,765.49	
26 01/15/2015	500.00	94.37	405.63	28,422.05
27 02/15/2015	500.00	93.05	406.95	28,015.10
28 03/15/2015	500.00	91.71	408.29	27,606.81
29 04/15/2015	500.00	90.38	409.62	27,197.19

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Lloyd L. Gainous #868614 AZ

	Date	Payment	Interest	Principal	Balance
	30 05/15/2015	500.00	89.04	410.96	26,786.23
	31 06/15/2015	500.00	87.69	412.31	26,373.92
	32 07/15/2015	500.00	86.34	413.66	25,960.26
	33 08/15/2015	500.00	84.99	415.01	25,545.25
	34 09/15/2015	500.00	83.63	416.37	25,128.88
	35 10/15/2015	500.00	82.27	417.73	24,711.15
	36 11/15/2015	500.00	80.90	419.10	24,292.05
	37 12/15/2015	500.00	79.53	420.47	23,871.58
	2015 Totals	6,000.00	1,043.90	4,956.10	
	38 01/15/2016	500.00	78.15	421.85	23,449.73
	39 02/15/2016	500.00	76.77	423.23	23,026.50
	40 03/15/2016	500.00	75.38	424.62	22,601.88
	41 04/15/2016	500.00	73.99	426.01	22,175.87
	42 05/15/2016	500.00	72.60	427.40	21,748.47
	43 06/15/2016	500.00	71.20	428.80	21,319.67
	44 07/15/2016	500.00	69.80	430.20	20,889.47
	45 08/15/2016	500.00	68.39	431.61	20,457.86
	46 09/15/2016	500.00	66.97	433.03	20,024.83
	47 10/15/2016	500.00	65.56	434.44	19,590.39
	48 11/15/2016	500.00	64.13	435.87	19,154.52
	49 12/15/2016	500.00	62.71	437.29	18,717.23
	2016 Totals	6,000.00	845.65	5,154.35	
	50 01/15/2017	500.00	61.28	438.72	18,278.51
	51 02/15/2017	500.00	59.84	440.16	17,838.35
	52 03/15/2017	500.00	58.40	441.60	17,396.75
	53 04/15/2017	500.00	56.95	443.05	16,953.70
	54 05/15/2017	500.00	55.50	444.50	16,509.20
	55 06/15/2017	500.00	54.05	445.95	16,063.25
	56 07/15/2017	500.00	52.59	447.41	15,615.84
	57 08/15/2017	500.00	51.12	448.88	15,166.96
	58 09/15/2017	500.00	49.65	450.35	14,716.61
	59 10/15/2017	500.00	48.18	451.82	14,264.79
	60 11/15/2017	500.00	46.70	453.30	13,811.49
	61 12/15/2017	500.00	45.22	454.78	13,356.71
	2017 Totals	6,000.00	639.48	5,360.52	
	62 01/15/2018	500.00	43.73	456.27	12,900.44
	63 02/15/2018	500.00	42.23	457.77	12,442.67
	64 03/15/2018	500.00	40.73	459.27	11,983.40
	65 04/15/2018	500.00	39.23	460.77	11,522.63
	66 05/15/2018	500.00	37.72	462.28	11,060.35
	67 06/15/2018	500.00	36.21	463.79	10,596.56
	68 07/15/2018	500.00	34.69	465.31	10,131.25
	69 08/15/2018	500.00	33.17	466.83	9,664.42
	70 09/15/2018	500.00	31.64	468.36	9,196.06
	71 10/15/2018	500.00	30.11	469.89	8,726.17
	72 11/15/2018	500.00	28.57	471.43	8,254.74

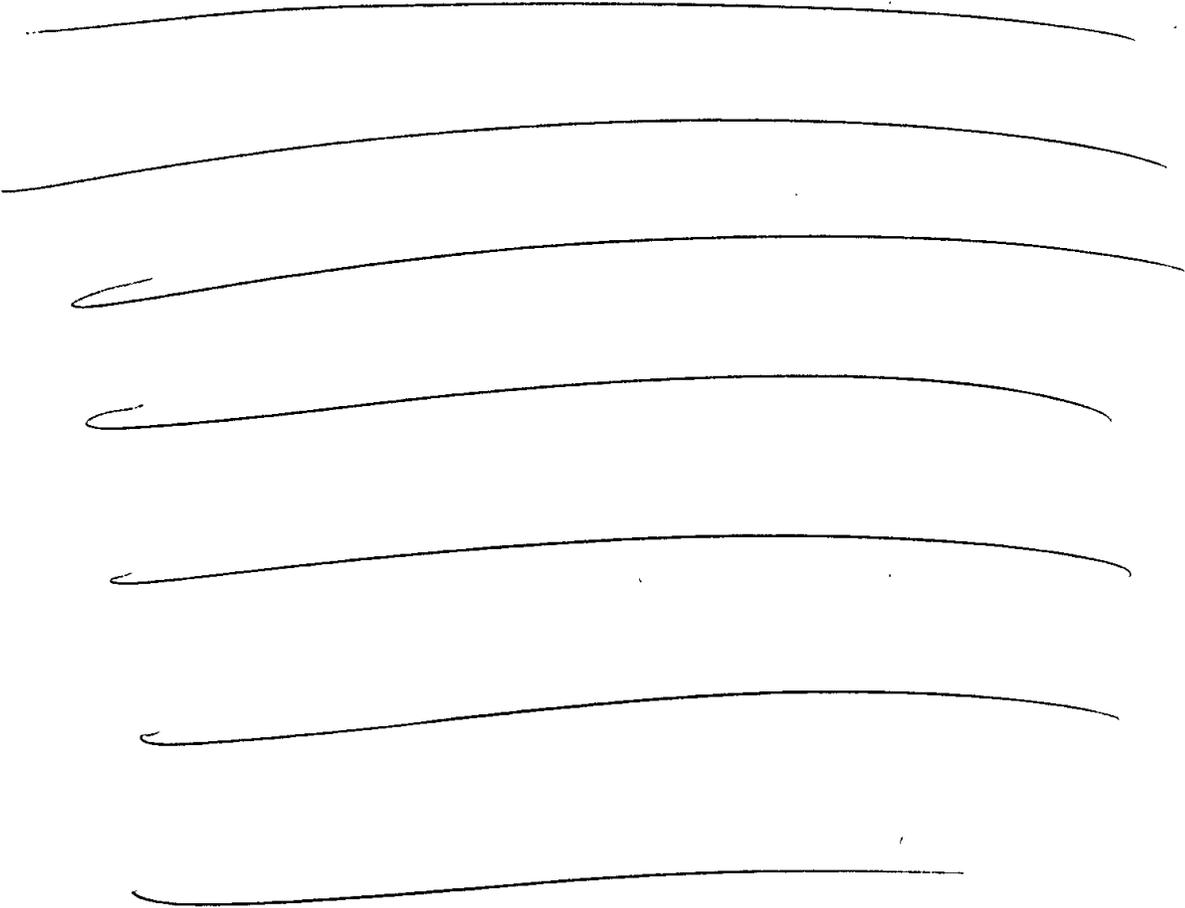
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Loyd L. Gainous #868614 AZ

<i>Date</i>	<i>Payment</i>	<i>Interest</i>	<i>Principal</i>	<i>Balance</i>
73 12/15/2018	500.00	27.02	472.98	7,781.76
2018 Totals	6,000.00	425.05	5,574.95	
74 01/15/2019	500.00	25.48	474.52	7,307.24
75 02/15/2019	500.00	23.92	476.08	6,831.16
76 03/15/2019	500.00	22.36	477.64	6,353.52
77 04/15/2019	500.00	20.80	479.20	5,874.32
78 05/15/2019	500.00	19.23	480.77	5,393.55
79 06/15/2019	500.00	17.66	482.34	4,911.21
80 07/15/2019	500.00	16.08	483.92	4,427.29
81 08/15/2019	500.00	14.49	485.51	3,941.78
82 09/15/2019	500.00	12.90	487.10	3,454.68
83 10/15/2019	500.00	11.31	488.69	2,965.99
84 11/15/2019	500.00	9.71	490.29	2,475.70
85 12/15/2019	500.00	8.10	491.90	1,983.80
2019 Totals	6,000.00	202.04	5,797.96	
86 01/15/2020	500.00	6.49	493.51	1,490.29
87 02/15/2020	500.00	4.88	495.12	995.17
88 03/15/2020	500.00	3.26	496.74	498.43
89 04/15/2020	500.00	1.57	498.43	0.00
2020 Totals	2,000.00	16.20	1,983.80	
Grand Totals	44,500.00	5,928.43	38,571.57	

Loyd L. Gainous #868614 AZ

Last interest amount decreased by 0.06 due to rounding.



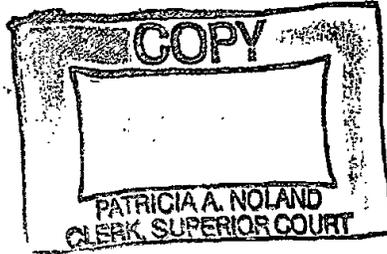
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Tab 5

Petition

1 BEAUGUREAU, HANCOCK,
2 STOLL & SCHWARTZ, P.C.
3 302 East Coronado Road
Phoenix, Arizona 85004
(602) 956-4438
firm@bhsslaw.com

4 Amy Schwartz (#005558)
5 Shimin Luo (#022570)
6 Attorneys for Applicant Ash Square Funding, LLC



7 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

8 IN AND FOR THE COUNTY OF PIMA

9) No. **CU 12583**

10 In Re: Approval of Transfer of Structured)
11 Settlement Payment Rights by LOYD GAINOUS,)
JR., Transferor, to ASH SQUARE FUNDING,)
12 LLC, a Delaware Corporation, Transferee,)
13 Applicants.)

**APPLICATION FOR COURT
APPROVAL OF A TRANSFER OF
STRUCTURED SETTLEMENT
PAYMENT RIGHTS**

(A.R.S. §12-2901 *et seq.*)

JAN 17 2022

14
15 COMES NOW Ash Square Funding, LLC, (hereafter, "Ash Square") by and through its
16 attorneys Beaugureau, Hancock, Stoll & Schwartz, P.C.; pursuant to the Arizona Structured
17 Settlement Transfer Act, A.R.S. §12-2901 *et seq.* (hereafter, "the Act"), and states as follows:

18 1. Transferor, Loyd Gainous, Jr. ("Gainous") is an adult individual, whose address is
19 5803 South Herpa Drive, Tucson, Arizona 85706.

20 2. Gainous was involved in a personal injury matter, which was resolved by a
21 settlement agreement by the personal injury defendant's purchase of an annuity providing for the
22 payment of certain periodic settlement payments. (Annuity Contract, attached hereto as Exhibit
23 "A.")
24

1 3. The structured settlement annuity issuer is:

2 New York Life Insurance Company
3 51 Madison Avenue, Room 3003
 New York, NY 10010

4 4. The structured settlement obligor is:

5 New York Life Insurance and Annuity Corporation
6 51 Madison Avenue, Room 3003
 New York, NY 10010

7 5. Transferor and Ash Square have entered into a contract for the sale of the
8 following portion of Transferor's Structured Settlement Payments: monthly payments of
9 \$500.00, commencing on November 15, 2012, through and including April 15, 2020 (the
10 "Assigned Payments"), in exchange for a net purchase price of \$26,000.00, payable by Woodbridge
11 to Gainous. A true and correct copy of the "Structured Settlement Annuity Sale and Assignment
12 Agreement" ("Transfer Agreement") for said purchases is attached hereto as Exhibit "B".

13 6. A.R.S. §12-2901 *et seq.* establishes conditions and procedures for the transfer of
14 structured settlements, and approval by the Court of such transfers.

15 7. Ash Square provided Gainous with a copy of the Disclosure Statement required by
16 A.R.S. §12-2902(B)(2); and a copy of the Disclosure Statement required by the laws of the State of
17 New York, the domicile of the Annuity Issuer and Obligor, collectively attached hereto as Exhibit
18 "C," and fully incorporated by reference herein, more than three days before he signed the Transfer
19 Agreement.

20 8. Gainous has no dependents. (Statement of Dependents, attached hereto as Exhibit
21 "D.")

22 9. The transfer is in the best interests of Gainous for the reasons set forth in his
23 Payee Declaration. (Payee's Declaration, attached hereto as Exhibit "E.")
24

1 10. Gainous has been advised by Ash Square to seek independent professional advice
2 regarding the Payee's transfer, and has waived such advice in writing. (Statement of Professional
3 Representation, attached hereto as Exhibit "F.")

4 11. The transfer of Gainous' structured settlement payments complies with the
5 requirements of A.R.S. §12-2901 *et seq.*, and would not contravene any applicable law or statute or
6 the order of any court or other government authority. (Transferee's Declaration, attached hereto as
7 Exhibit "G.")

8 12. Pursuant to A.R.S. §12-2904(C), the Transfer Agreement provides, in Paragraph
9 4.8, that any disputes under the Transfer Agreement shall be determined in and under the laws of
10 the State of Arizona.

11 13. Venue is appropriate in Pima County pursuant to A.R.S. §12-2903.

12 14. The Payee and Transferee Declarations required by Rule 70.1 of the Arizona Rules
13 of Civil Procedure are attached hereto as Exhibits "E" and "G," respectively.

14 WHEREFORE, Ash Square Funding, LLC, hereby respectfully moves this Court to
15 schedule a hearing in accordance with A.R.S. §12-2903; and to thereafter enter an order approving
16 the "Structured Settlement Annuity Sale and Assignment Agreement," attached hereto, based upon
17 its findings as required under the Act.

18 DATED this 10 day of September, 2012.

19 BEAUGUREAU, HANCOCK,
20 STOLL & SCHWARTZ, P.C.

21 By: 
22 Amy Schwartz, Esq.
23 Shimin Luo, Esq.
24 302 East Coronado Road
Phoenix, Arizona 85004
Attorneys for Ash Square Funding, LLC

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EXHIBIT "A"

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PAGE 02/04

POLICY NUMBER: FP207762

PAYEE: LOYD GAINOUS, JR.

BENEFICIARY: AS STATED IN THE APPLICATION AND SUBJECT TO THE PROVISIONS OF THIS POLICY

PLAN: LIFE ANNUITY - 20 YEARS GUARANTEED

AMOUNT: ANNUITY PAYMENTS OF \$6,136.00 MONTHLY,
BEGINNING MAY 15, 2000.
PAYABLE WHILE THE ANNUITANT IS LIVING, OR UNTIL AT LEAST
240 SUCH PAYMENTS (THE GUARANTEED PAYMENTS) HAVE BEEN MADE.

PAGE 2A.01

POLICY DATA NEW YORK LIFE INSURANCE COMPANY

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EXHIBIT "B"

**STRUCTURED SETTLEMENT ANNUITY
SALE AND ASSIGNMENT AGREEMENT**

THIS STRUCTURED SETTLEMENT ANNUITY SALE AND ASSIGNMENT AGREEMENT dated as of the 31st day of August, 2012 is entered into

BETWEEN:

LOYD L. GAINOUS, JR.

An individual residing in the State of Arizona
(hereinafter called the "Seller")

OF THE FIRST PART

-and-

ASH SQUARE FUNDING, LLC

A limited liability company pursuant to the laws
of Delaware (hereinafter called "Buyer")

OF THE SECOND PART

WITNESSES THAT in consideration of the premises, the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which each party hereto irrevocably acknowledges), the parties agree as follows:

SECTION ONE

PURCHASE AND SALE OF ANNUITY

1.1 Agreement to Sell and Buy. Subject to the terms and conditions set forth in this Structured Settlement Annuity Sale and Assignment Agreement and schedules hereto, which form an integral part of this agreement (collectively referred to as the "Agreement"), Seller hereby agrees to sell, transfer, deliver and irrevocably assign to Buyer and Buyer's successors and assigns at Closing (as hereinafter defined), and Buyer hereby agrees to buy from Seller, all of Seller's right, title and interest in (a) certain payments arising out of an agreement or order to settle a personal injury damage claim (such agreement or order, the "Settlement Agreement"), to which Seller is a party and the payment obligations under which have been assigned to the Annuity Owner, as defined in the Terms Rider attached as Schedule "A" hereto, which said payments are set out and more particularly defined in the Terms Rider (such payments are hereinafter collectively referred to as the "Assigned Payments"), (b) the Annuity (as defined in said Terms Rider) and (c) all Related Rights (as defined in Section 1.9 of this Agreement). Notwithstanding any references to the Annuity in this Agreement or any other provision of this Agreement to the contrary, the parties agree that the "Assigned Payments" and Related Rights hereunder shall include without limitation Seller's rights under the Settlement Agreement as against the Annuity Owner with respect to the payments identified on Schedule "A" and shall not be limited to Seller's rights under the Annuity.

1.2 Price and Terms of Payment. The purchase price (hereinafter called the "Purchase Price") for the Assigned Payments is as set out in the Terms Rider. Buyer covenants and agrees to pay the Purchase Price on the Closing Date (as hereinafter defined in Section 1.3 hereof) to the

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Seller in immediately available funds by wire transfer, bank draft or certified check, at Buyer's discretion. Should any payment from the Assigned Payments be received by the Seller prior to the Closing Date then Seller shall have the right to keep said payment(s) and the Purchase Price shall be reduced by the amount of any such payment(s).

(a) Holdbacks. (a) If the Periodic Payments are monthly payments, at Closing, Buyer shall have the right, but not the obligation, to hold back from the Purchase Price an amount equal to the next three (3) Periodic Payments due Seller. Once a payment has been received by Buyer directly from Annuity Owner or Annuity Issuer, Purchaser will release the balance of the held amounts to Seller, without interest, less an amount equal to the sum of all Periodic Payments received by Seller after the Closing Date."

1.3 Closing. The closing of the within transaction shall occur on the fifth (5th) business day following the date on which the last of the conditions precedent set forth in Section 2.1 has been satisfied (hereinafter referred to as the "Closing Date). The closing shall take place at the Closing Place as stipulated in the Terms Rider or at such other location agreed upon in writing by Buyer and Seller. At any time prior to the Closing Date Buyer shall have the sole and absolute discretion to cancel this Agreement without further obligation to Seller if (i.) Seller defaults in respect of his obligations hereunder; or (ii) otherwise in accordance with the Agreement. Further, should any of the conditions precedent remain unsatisfied by the Conditions Date as set out in the Terms Rider then Buyer shall have the sole and absolute right to cancel this Agreement at any time thereafter without further obligation of Buyer to Seller.

1.4 Delivery of Assigned Payments.

- (a) Seller shall deliver or cause to be delivered and assign, and Buyer shall accept, the Assigned Payments on the Closing Date.
- (b) Seller covenants with Buyer that at the time of closing on the Closing Date title to the Assigned Payments will be good and marketable, free and clear of all claims, liens, mortgages or encumbrances of any kind or character.

1.5 Access to Documents. From and after the date of this Agreement and up to the Closing Date, Buyer shall, on reasonable notice to Seller from time to time have access to all documents and information related to the Annuity and the Assigned Payments as well as all related or underlying agreements ("Documents") for purposes of reviewing same. When requested by Buyer, Seller shall deliver copies of the Documents to Buyer for Buyer's review and files, which Documents shall include but not be limited to (i.) a copy of the underlying settlement and release agreement/order under which Seller is entitled to receive the Assigned Payments; (ii) the Annuity contract(s); (iii) a qualified assignment and release if applicable; (iv) a structured settlement questionnaire (to be provided by Buyer and executed by Seller); (v) a statement of legal representation; (vi) a W-9 tax form; (vii) proof of Seller's age of majority and other valid government-issued personal identification; (viii) Seller's most recent federal and state income tax returns; (ix) and such other documents and information as Buyer may reasonably request depending on the personal situation of the Seller.

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1.6 Disclosure Statement. Seller acknowledges receipt of a disclosure statement ("Disclosure Statement") setting out various information regarding this transaction.

1.7 Irrevocable Power of Attorney.

- (a) With respect only to the Assigned Payments, Seller constitutes and irrevocably appoints Buyer or Buyer's successor or assign the true and lawful attorney for Seller and for Buyer's use and benefit to accept, sign, endorse, negotiate and/or transfer without restriction, in Seller's name and on Seller's behalf, all checks, drafts, promissory notes, or other instruments, payable to Seller's order, or which may require Seller's endorsement, and received pursuant to the Assigned Payments.
- (b) This power of attorney shall be irrevocable until such time as Buyer has received all Assigned Payments to which it is entitled pursuant to the Agreement and shall not be affected by the death or disability of the principal.
- (c) With respect only to any promissory note given to Buyer by Seller in connection with this transaction, Seller grants Buyer the right to contact any financial institution in which Seller maintains any funds (a "Bank Account") to enforce the applicable provisions of the Agreement, such enforcement to be construed as a set-off against any and all obligations owed by seller to buyer under any promissory note given to Buyer by Seller. Seller hereby authorizes Buyer to record all appropriate UCC financing statements or other lien document on Seller's behalf against any such Bank Account.

1.8 Designation of Beneficiary. Seller designates Buyer as Seller's beneficiary to the Assigned Payments. Seller agrees to execute such additional beneficiary designation form as may be required by the owner of the Annuity and/or the issuer of the Annuity to carry out the intent of this Section 1.8.

1.9 Grant of Security Interest. Seller hereby grants Buyer a first-priority, perfected and continuing security interest in all of Seller's right, title and interest in, to and under the Assigned Payments and the Related Rights (collectively, the "Collateral"). The term "Related Rights" as used in this Agreement means: (i) all payments in respect of the Assigned Payments; (ii) any underlying settlement and assignment documents or other ancillary documentation related to the Assigned Payments; (iii) all liens and property purporting to secure payment of the Assigned Payments; (iv) all rights of Seller under any insurance policy with respect to the Assigned Payments (and all proceeds and premium refunds thereof); (v) all guaranties, indemnities, warranties, financing statements and other agreements or arrangements of whatever character from time to time supporting or securing payment of the Assigned Payments; and (vi) all proceeds of and rights to enforcement with respect to any of the forgoing. All of the Collateral shall secure payment and performance of all of Seller's obligations at any time owing to Buyer, fixed or contingent, arising under this Agreement or by operation of law or otherwise. Upon the request of the Buyer, Seller shall furnish to Buyer such documents, financing statements and endorsements as Buyer may require to perfect its security interest in the Collateral.

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1.10 Authorization to File Financing Statements. Seller hereby authorizes Buyer, without notice to or further assent by Seller, to file such UCC financing statements and/or amendments thereto with respect to the Collateral as Buyer deems necessary in order to perfect Buyer's security interest therein.

SECTION TWO

CONDITIONS OF CLOSING, INSPECTION AND WARRANTIES

2.1 Conditions Precedent. The following conditions precedent have been inserted for the benefit of Buyer and may be waived in whole or in part by Buyer in writing at any time at Buyer's sole discretion. It shall be a condition precedent to Buyer's obligation to complete the within transaction that at the time of closing on the Closing Date:

- (a) The Annuity and Assigned Payments shall be free and clear of all claims, Adverse Claims (as defined in Section 2.2 hereof), liens, mortgages, and encumbrances of any kind or character;
- (b) All necessary final and non-appealable court orders issued by courts of competent jurisdiction shall have been obtained by Buyer at Buyer's cost and expense with the cooperation of Seller in a form acceptable to Buyer approving the nature and particulars of the within transaction and directing that the Annuity Issuer recognize the sale and assignment of the Assigned Payments to Buyer or Buyer's successors and assigns as directed by Buyer without reduction or set off and receipt by Buyer of said court order(s), certified to be a true and complete copy by an officer or clerk of the court or filed in the court issuing such order (hereinafter referred to as "Court Order");
- (c) Seller shall have caused to be terminated any UCC financing statement that purports to record a security interest in the Assigned Payments in favor of any secured party other than Buyer;
- (d) Seller shall have provided all documents and information requested by Buyer contemplated in Section 1.5 hereof;
- (e) Buyer shall have received a written acknowledgment from the Annuity issuer in a form satisfactory to Buyer, acting reasonably, confirming that Seller is entitled to the Assigned Payments in the amount and manner described in the Terms Rider and acknowledging the Annuity Issuer's unqualified agreement to make all of the Assigned Payments to Buyer or Buyer's named successors and assigns in accordance with the Agreement and the Terms Rider and as directed precisely in accordance with the court order(s);
- (f) Buyer shall have received the final results of its Inspections, including but not limited to credit and other searches;
- (g) Seller has performed all of his obligations under the Agreement.

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- (h) If the Assigned Payments are life contingent, then the procurement of all necessary life insurance policies and documents and the transfer of any or all of the life insurance policies to Buyer and/or its assignee(s) prior to closing.

2.2 Inspection. Buyer shall have the right to conduct one or more inspections ("Inspections") to enable it to determine whether there was filed any liens on, judgments against, or any adverse claim against the Seller and the Annuity (collectively referred to as "Adverse Claims"). Buyer, in its sole discretion, shall be entitled to discharge any Adverse Claims prior to or at the time of closing on the Closing Date by paying such amount or amounts necessary to satisfy such Adverse Claims. In such case, the Purchase Price shall be automatically reduced by the amount of any such payments. If an undisclosed Adverse Claim affecting the Assigned Payments arises or is discovered after the Purchase Price is paid to Seller, Seller does indemnify Buyer and hold Buyer harmless from any and all resulting losses, shortfalls, or other encumbrances.

2.3 Warranties of Seller. Seller represents and warrants that:

- (a) The Agreement, when executed and delivered by Seller, will constitute a legal, valid and binding obligation of Seller, enforceable in accordance with its terms;
- (b) Seller is the holder of the entire right, title and interest in and to the Assigned Payments and has full power and authority to enter into and perform all of Seller's obligations under the Agreement, without obtaining the consent of any third party to do so. In that regard, Seller has and will at the time of closing on the Closing Date have full power and lawful authority to transfer title to the Assigned Payments to Buyer or to cause title to the Assigned Payments to be transferred to Buyer;
- (c) Seller is entitled to the Assigned Payments, free and clear of any right, interest, lien, charge, encumbrance, or other claim of any other person or entity. There are no suits or proceedings pending or threatened against or affecting the Seller or the Assigned Payments which are likely to have a material adverse effect on Seller's ability to perform its obligations hereunder;
- (d) The Annuity (including the Assigned Payments) has not been obtained or created in any fashion which would violate any state, federal or local law, and there are no legal or equitable defenses to the payment of said Annuity to Seller;
- (e) Seller has paid all federal, state and local taxes owing through and including the date of execution of the Agreement, or has made or will make adequate provisions thereof;
- (f) Seller is not now in arrears or in default to any present or former spouse for support, maintenance or similar obligations nor is Seller indebted to any child for any child support or similar payment;

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- (g) The Assigned Payments, is not subject to any lien by any governmental agency to which benefits such as student loans, food stamp benefits or low income energy assistance benefits are owed;
- (h) Seller has never been known by any name(s) other than those set forth herein;
- (i) Seller's tax identification number is as set out in the Terms Rider;
- (j) The description of the Assigned Payments set forth in the Terms Rider is true and correct;
- (k) Seller has been independently advised and represented by counsel of choice throughout the negotiation of the Agreement or has knowingly waived such advice. Seller has relied solely on the advice of Seller's counsel and other advisors with respect to the legal, tax and financial implications of this transaction and has not relied on Buyer's advice or the advice of Buyer's advisors and/or counsel;
- (l) Seller wishes to obtain "upfront" cash rather than wait for a series of smaller scheduled payments in the future. Seller has considered other means of raising cash but after weighing options has determined that selling the Assigned Payments to Buyer would be in the best interest of the Seller;
- (m) Seller has not previously assigned, pledged or otherwise encumbered any portion of the Assigned Payments;
- (n) Seller has never voluntarily filed for bankruptcy or been subject to an involuntary bankruptcy proceeding or if so has had such bankruptcy proceedings discharged or dismissed;
- (o) Seller has not entered into this transaction for the purpose of evading creditors;
- (p) Seller shall immediately advise Buyer in writing in the event Seller changes his address of residency;
- (q) Seller is an adult of sound mind, not acting under duress or the influence of alcohol or other drugs; and
- (r) The facts set forth by Seller in the Agreement and all Schedules attached hereto are true and complete and do not omit to disclose anything as a result of which those statements are incomplete, false or misleading.

2.4 Indemnification. Seller agrees to hold harmless, defend and indemnify Buyer against all claims, losses, damages or expenses, including attorney fees, which Buyer might incur as a result of any breach or failure of any representation or warranty contained in Section 2.3 hereof or as a result of any breach of any term or provision of the Agreement.

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SECTION THREE

DEFAULT

3.1 Default by Buyer. In the event that Buyer shall fail to perform or observe any covenant or agreement to be performed or observed by it under the Agreement in a timely manner, Seller may at its option, and in addition to any other remedies available to it in law (including the UCC) or equity, declare Buyer to be in default under the Agreement by written notice to such effect given to Buyer and, at any time thereafter, Seller may declare the Agreement to be at an end.

3.2 Default by Seller. In the event that Seller shall fail to perform, observe, or honor any covenant or agreement in a timely manner or be in breach of any representation or warranty hereunder, Buyer may at its option, and in addition to any other remedies available to it in law (including the UCC) or equity, declare Seller to be in default under the Agreement by written notice to such effect given to Seller and, at any time thereafter, Buyer may declare the Agreement to be at an end.

3.3 Statutory Exception. Notwithstanding anything else contained in this Section 3, in the event that the transfer of the Assigned Payment fails to satisfy the conditions set forth in Chapter 20 of Title 12 of the Arizona Statutes, or any amendments thereto, the Seller shall not incur any penalty or other liability to Buyer.

3.4 Remedies. Buyer may, in addition to any other remedies provided herein or at law, bring action at law or equity to exercise any one or more of the following remedies: (i) enforce performance of the defaulted provision, (ii) recover damages for breach thereof, along with its attorney fees and disbursements and other expenses of enforcing its rights hereunder to the extent disclosed to Seller in the Disclosure Statement.

SECTION FOUR

MISCELLANEOUS

4.1 Entire Agreement. The Agreement (together with the schedules attached hereto) represents the entire agreement between the parties and supersedes and cancels any prior negotiations, oral or written agreements, letter or intent or understanding related to the subject matter hereof.

4.2 Counterparts. The Agreement may be executed in several counterparts, and all so executed shall constitute an agreement, binding on both of the parties hereto, even though both parties are not signatories to the original or the same counterpart. Any counterpart of the Agreement that has attached to it separate signature pages, which altogether contain the signatures of both of the parties hereto, shall for all purposes be deemed a fully executed instrument. Each party to the Agreement agrees that (i.) it/he will be bound by its own telecopied signature, (ii) it/he accepts the telecopied signature of the other parties to the Agreement and (iii) it/he will promptly deliver an original signature page to the other party.

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4.3 Amendments. No provision of the Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

4.4 No Rule of Construction. The parties acknowledge that the Agreement was initially prepared by Buyer but Seller and Buyer have read and fully negotiated all of the language used herein. The parties acknowledge and agree that because Seller and Buyer participated in negotiating and drafting the Agreement, no rule of construction shall apply to the Agreement which construes any language, whether ambiguous, unclear, or otherwise, in favor of or against either Seller or Buyer.

4.5 Severability. Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision shall be prohibited by or be invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement.

4.6 Waiver. The waiver or modification by a party of performance or breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent or other performance or breach thereof.

4.7 Survival of Obligations. The representations, warranties, agreements, acknowledgments, waivers and disclaimers made or contained in the Agreement shall not merge in but survive the Closing Date and the consummation of the transaction contemplated by the Agreement, and shall remain in full force and effect until the expiration of any applicable statute of limitations.

4.8 Governing Law. The Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Arizona and U.S. Federal law to the extent applicable. In the event of a dispute, the parties agree to attend to the courts in the State of the Seller's domicile. The domicile state of the Seller is the proper venue to bring any cause of action arising out of the Agreement.

4.9 Headings. Section headings herein are used for convenience only and shall not otherwise affect the provision of the Agreement nor the interpretation hereof.

4.10 Assignment. Buyer may, on written notice to Seller at any time prior to the Closing Date or thereafter assign the Agreement to Buyer's successors or assigns provided that Buyer shall remain liable to Seller for all of Buyer's obligations hereunder. Seller shall not assign any of its rights or obligations under the Agreement.

4.11 Expenses. Except as otherwise expressly stated in the Agreement, each party shall be responsible for paying its own fees and expenses (including attorney's fees) incurred in the negotiation of the Agreement and the documentation contemplated hereby and the closing of the within transaction.

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4.12 Legal Fees. In the event that a dispute arises between the parties that results in litigation including any appeals, the prevailing party shall be entitled to be fully reimbursed by the unsuccessful party for its/his legal costs and other expenses including attorney's fees on a solicitor and client scale in addition to any award granted.

4.13 Waiver of Jury Trial. Both parties to the Agreement hereby waive the right to trial by jury in any action or proceeding instituted with respect to the Agreement.

4.14 Notices. All notices, consents, requests, instructions, approvals and other communications (hereinafter collectively called "Communications") provided for in the Agreement or given or made in connection with the transaction hereby contemplated shall be given, made or served in writing and shall be delivered by hand (which shall include courier delivery) or by facsimile transmission as follows:

(a) if to Seller, to the Seller's Notice Address as set out in the Terms Rider.

(b) if to Buyer:

c/o Ash Square Funding, LLC
14225 Ventura Blvd, Suite 100
Sherman Oaks, CA 91423
Attention: Mr. Robert Shapiro
Fax No: 866-452-4499

Or such other address or fax number as either party may from time to time notify the other in accordance with this Section 4.14. All Communications made or given by delivery in accordance with the foregoing shall be conclusively deemed to have been given at the time of actual delivery thereof or, if made or given by facsimile transmission in accordance with the foregoing, shall be conclusively deemed to have been given at the time of transmittal.

4.15 Right of First Refusal. In consideration for the time and expense incurred by Buyer in preparing these and related documents and conducting investigations relating to the Seller and Annuity and subject to Seller's obligation to convey to Buyer the Assigned Payments for the Purchase Price specified herein Seller agrees that for 60 months following the date hereof Seller shall not sell, assign, borrow against, pledge, or otherwise encumber any one or more of the Annuity payments without first (i) obtaining a written offer or proposal containing all material terms ("Offer"); (ii) giving Buyer a copy of the written Offer and if, within thirty (30) days of receiving a copy of the Offer, Buyer informs Seller that it elects to match the terms of the Offer, then Seller shall be obligated to execute all documents necessary to consummate such transaction with Buyer on those terms. Seller grants Buyer a security interest in all of Seller's Annuity payments to the extent of Buyer's right of first refusal contained herein. The foregoing right of first refusal shall survive the exercise of any right of cancellation or rescission that Seller or Buyer may have under the Agreement or applicable law.

4.16 Further Acts. Seller shall do, make, execute, and deliver any and all such additional and further acts, assignments, assurances, and instruments as Buyer or Buyer's assigns may reasonably request for the purpose of completely vesting in Buyer or its Assigns, as the case may be, the rights assigned hereunder.

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4.17 UCC Definition. As used in this Agreement, "UCC" shall mean the Uniform Commercial Code as the same may, from time to time, be in effect in the state where Seller resides (the "State"); provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Buyer's security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State, the term "UCC" shall mean the Uniform Commercial code in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

IN WITNESS WHEREOF the parties have executed the Agreement as of the date first above written.

ASH SQUARE FUNDING, LLC

By: JAKO
Name: James A. Klohn
Title: Vice President

Date

SELLER

Loyd L. Gainous, Jr.
Loyd L. Gainous, Jr.

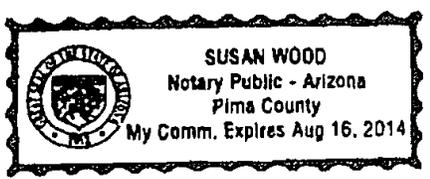
9-6-12
Date

Sworn to before me this

STATE OF Arizona
COUNTY OF Pima

6th day of September, 2012, by
Loyd L. Gainous, Jr.

Susan Wood Notary Public



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SCHEDULE "A"

TERMS RIDER TO STRUCTURED SETTLEMENT ANNUITY
SALE AND ASSIGNMENT AGREEMENT

Name of Seller: Loyd L. Gainous, Jr.

Seller's current address / Notice Address:

Seller's immediate prior address:

Seller's social security number:

Seller's tax identification number (if different from above):

Seller's spouse's name:

Seller's dependents' names and respective ages:

Contingent Payee/Beneficiary:

Name of Annuity Holder:

Annuity Policy Number:

Date of Annuity Policy:

Assigned Payments description:

Purchase Price:

SELLER:

Loyd L. Gainous, Jr.
Loyd L. Gainous, Jr.

Witness: Gregory Gainous

ASH SQUARE FUNDING, LLC

Per: JAY KO

Name: James A. Klohn
Title: Vice President

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Please complete where indicated and sign

**TERMS RIDER TO STRUCTURED SETTLEMENT ANNUITY
SALE AND ASSIGNMENT AGREEMENT**

Name of Seller: Loyd L. Gainous, Jr.

Seller's current address / Notice Address: 5803 S Herpa Drive
Tucson, AZ 85706

Seller's social security number: 

Seller's spouse's name: none

Seller's dependents' names and respective ages: none

Name of Annuity Issuer: New York Ins. Co.

Name of Annuity Owner: New York Life Ins & Annuity Co.

Annuity Policy Number: FA 207767

Date of Annuity Policy: 5-15-2000

Payments Being Assigned:

Monthly payments in the amount of \$500.00 commencing November 15, 2012 through and including April 15, 2020.

Purchase Price: \$26,000.00

SELLER:

Loyd L. Gainous Jr.
Loyd L. Gainous, Jr.

Ash Square Funding, LLC

Per: 
Name: James A. Klohn
Title: Vice President

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EXHIBIT "C"

DISCLOSURE STATEMENT
ARIZONA

DATE RECEIVED: AUGUST 28, 2012

PAYEE: LOYD L. GAINOUS, JR.

This Disclosure Statement is being provided by Ash Square Funding, LLC ("Ash Square" or "Us") to Loyd L. Gainous, Jr., ("Payee" or "You") in connection with Payee's agreement to transfer and assign to Ash Square certain structured settlement payment rights due Payee.

1. Schedule of Payments Transferred. The Payee intends to assign, transfer or sell to Ash Square all of Payee's rights, title and interest in the following payments:

Monthly payments in the amount of \$500.00 commencing November 15, 2012 through and including April 15, 2020.

2. Aggregate Amount of Payments Transferred. The aggregate amount of payments to be transferred to Ash Square totals \$45,000.00.

3. Discounted Present Value. The discounted present value of the aggregate payments transferred at 1.0% is \$43,279.10. The discounted present value is the calculation of current value of the transferred structured settlement payments under federal standards for valuing annuities. **THIS IS NOT THE RATE USED TO CALCULATE THE PURCHASE PRICE.**

4. Calculation of Discounted Present Value. The discounted present value of payments shall be calculated as follows: The applicable federal rate used in calculating the discounted present value is 1.0%.

5. Gross Amount Payable. In exchange for these payments, the Payee will receive the gross amount of \$26,000.00. Funding will not occur until everything necessary under the Structured Settlement Annuity Sale and Assignment Agreement has taken place.

6. Fees and Expenses. The Payee will be responsible for the following approximate commissions, charges, fees, expenses, and costs in connection with the closing of this transaction:

Legal Fees -	\$	0.00
Processing Fees -	\$	0.00

7. Net Amount Payable. The net amount payable to Payee after the deduction of all commissions, fees, costs, expenses and charges described in paragraph 6 of this disclosure is \$26,000.00.

8. Right To Cancel. The Payee shall have the right to cancel the Structured Settlement Annuity Sale and Assignment Agreement, without penalty or further obligation, not later than the 3rd business day, after the Structured Settlement Annuity Sale and Assignment Agreement is signed by the Payee.

9. Penalty In The Event Of Breach Of Contract. The amount of any penalty and the aggregate amount of any liquidated damages (inclusive of penalties), payable to Ash Square, by the Payee in the event of the Payee's breach of the transfer agreement are NONE.

10. Independent Professional Advice. The Payee understands that Payee should consult with Payee's own attorney, certified public accountant, actuary, or other professional adviser concerning the legal, tax, and financial implications of a transfer of structured settlement payment rights, including the federal and state income tax consequences of a transfer if he/she or the Settlement Obligor/Issuer is domiciled in a State that requires the payee to receive such consultation.

I have read and understand everything set forth in this Disclosure Statement.

Loyd L. Gainous, Jr.
Loyd L. Gainous, Jr.

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**DISCLOSURE STATEMENT PURSUANT TO
NEW YORK LAW**

DATE RECEIVED: AUGUST 28, 2012

PAYEE: LOYD L. GAINOUS, JR.

This Disclosure Statement is being provided by Ash Square Funding, LLC (“Ash Square” or “Us”) to Loyd L. Gainous, Jr. (“Payee” or “You”) in connection with Payee’s agreement to transfer and assign to Ash Square certain structured settlement payment rights due Payee. This Disclosure Statement is being provided pursuant to New York Structured Settlement Protection Act, (the “New York Transfer Statute”).

1. **Schedule of Payments Transferred.** The Payee intends to assign, transfer or sell to Ash Square all of Payee’s right, title and interest in and to the following payments:

Monthly payments in the amount of \$500.00 commencing November 15, 2012 through and including April 15, 2020.

2. **Aggregate Amount of Payments Transferred.** The aggregate amount of payments to be transferred to Ash Square totals \$45,000.00.

3. **Calculation of the Current Value of the Transferred Structured Settlement Payments under Federal Standards for Valuing Annuities.** The discounted present value of the payments transferred at 1.0% is \$43,279.10. The discounted present value is the calculation of current value of the transferred structured settlement payments under federal standards for valuing annuities. **THIS IS NOT THE RATE USED TO CALCULATE THE PURCHASE PRICE.**

4. **Calculation of Discounted Present Value.** The discounted present value of payments shall be calculated as follows: The applicable federal rate used in calculating the discounted present value is 1.0%.

5. **Two (2) Price Quotes.** The following represents two quotes from two annuity issuers (other than the original Annuity Issuer that issued Payee’s structured settlement payments). The quotes reflect the current cost of

purchasing a comparable annuity for the aggregate amount of payments to be transferred: \$41,755.36 from Presidential Life Insurance Company; and \$43,336.52 from Symetra Life Insurance Company. Two comparable annuity price quotes are used here, since a quote from the original Annuity issuer is not readily available

6. Gross Advance Amount. In exchange for these payments, the Payee will receive the gross amount of \$26,000.00 which represents a nominal annual discount rate of 15.47% assuming monthly compounding and an assumed funding date of August 28, 2012. Funding will not occur until everything necessary under the Structured Settlement Annuity Sale and Assignment Agreement has taken place.

7. Fees and Expenses. The Payee will be responsible for the following approximate commissions, charges, fees, expenses, and costs in connection with the closing of this transaction:

Legal Fees -	\$	0.00
Processing Fees -	\$	0.00

8. Net Advance Amount. The net cash payment the Payee will receive in this transaction from Ash Square, was determined by applying the specified discount rate to the amount of future payments received by Ash Square, less the total amount of commissions, fees, costs, expenses and charges payable by you. The net amount is \$26,000.00.

9. Penalty In The Event Of Breach Of Contract. The amount of any penalty and the aggregate amount of any liquidated damages (inclusive of penalties), payable to Ash Square, by the Payee in the event of the Payee's breach of the transfer agreement are NONE.

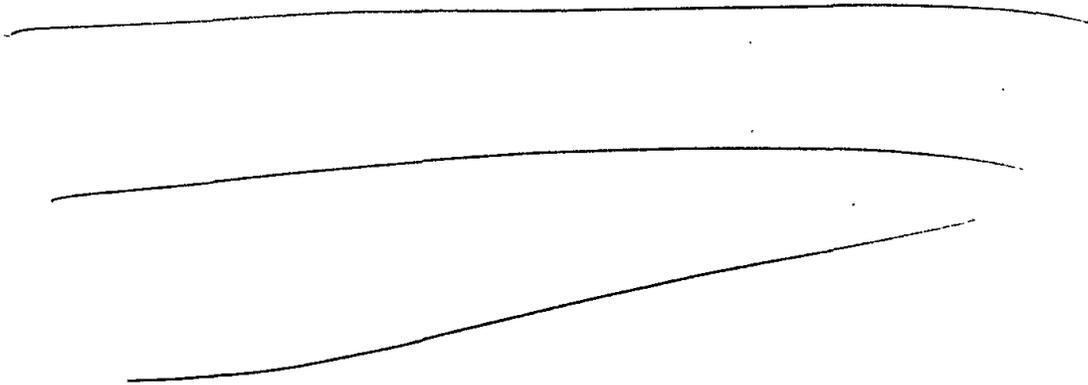
10. Right To Cancel. The Payee shall have the right to cancel the Structured Settlement Annuity Sale and Assignment Agreement without penalty or further obligation not later than the third (3rd) business day after the date the Structured Settlement Annuity Sale and Assignment Agreement is signed by the Payee.

11. Independent Professional Advice. The Payee understands that the Payee should consult with the Payee's own attorney, certified public accountant, actuary or other licensed professional adviser regarding any federal and state income tax consequences arising from the proposed transfer of payments.

I have read and understand everything in this Disclosure Statement.

Loyd L Gainous Jr
Loyd L. Gainous, Jr.

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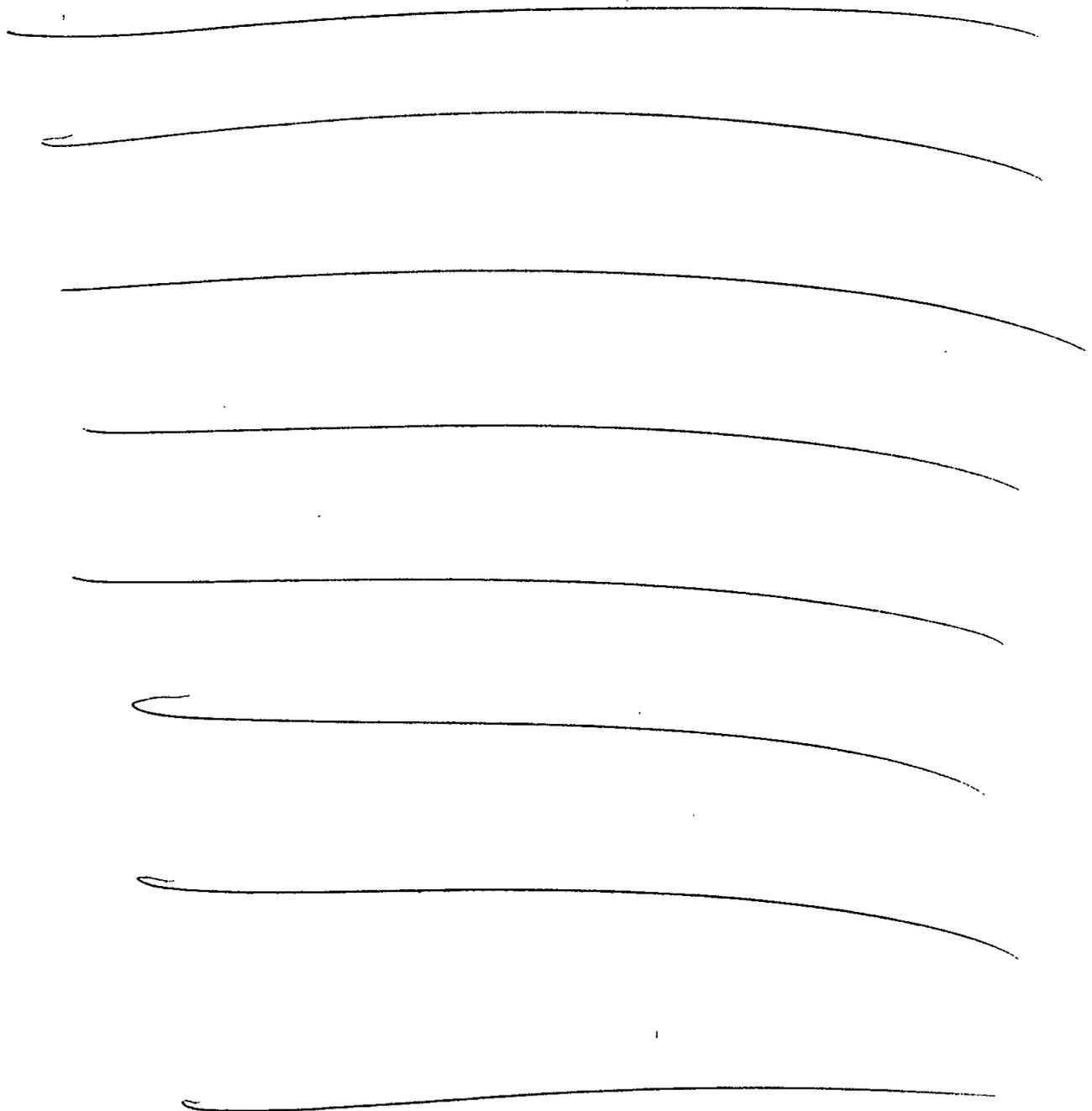


EXHIBIT "D"

DEPENDENTS OF LOYD L. GAINOUS, JR.

"Dependents" include your spouse, minor children, and all other family members and other persons for whom you are legally obligated to provide support, including alimony.

I HAVE NO dependent(s)

- OR -

I HAVE dependent(s) as listed below

Name	Relationship	Date of Birth	Age

Loyd L. Gainous Jr.
Loyd L. Gainous, Jr.

[Redacted text consisting of eight horizontal lines]

EXHIBIT "E"

**Payee's Declaration in Support of
Application to Transfer Structured Settlement Payment Rights**

I, Loyd Gainous Jr., the Payee, declare:

1. **Payee's name, address and age:** Loyd Gainous Jr, 5803 S. Herpa Drive , Tucson, AZ , 85706, age 51

2. **Marital Status:**
 Never Married; Married; Separated; Divorced
If married or separated, name of spouse: _____

3. **Minor children and other dependents:**
Names, ages, and places of residence: _____

4. **Income:**
(A) Payee's monthly income and sources: Social Security Benefits \$987.00/month; NY Life annuity \$4,136.00/month

(B) If presently married, spouse's monthly income and sources: _____

5. **Child support or Spousal Support:**
Obligation to pay: Yes No
(A) If yes, state the amount of the obligation, to whom payable, and whether there are arrearages: _____

(B) State the jurisdiction and name of the court that entered the order, the case number of the action in which the order was entered, the parties to such action, and the date when the order was entered: _____

6. Prior Orders:

Are you, the Payee, are subject to any orders in any civil, probate, or criminal case which requires you, the Payee, to pay money to any person:

_____ Yes No

If yes, for each such order state (use attachment if necessary):

(A) The amount of the obligation, to whom it is payable, and whether there are arrearages, and, if so, the amount: _____

(B) The jurisdiction and name of the court that entered the order, the case number of the action in which the order was entered, the parties to such action, and the date when the order was entered: _____

7. Previous transfer(s):

Have you previously filed an application to any court or responsible administrative authority for approval of a transfer of payment rights under the structured settlement that is the subject of this application:

Yes _____ No

If yes, for each such application state (use attachment if necessary): see attached

(A) The jurisdiction and name of the court or responsible administrative authority that considered the application, the case number of the action in which the application was submitted, the parties to such action, and the date when the application was filed: see attachment _____

_____, and

(B) Whether the application was approved or disapproved, the dated of the order approving or disapproving the transfer: _____

_____ and, if approved:

(i) State the name of the transferee and the payment amount(s) and due dates of the payments involved in the transfer: _____

_____ ; and

(ii) State the amount of money you, the payee, received from the transferee for the transfer, if any, and the manner in which the money was used: _____

8. Other transfers:

Have you, the payee, ever transferred payment rights under the structured settlement without court approval or the approval of a responsible administrative authority: _____ Yes _____x_____ No

If yes, for each such transfer state:

(A) The name of the transferee and the payment amount(s) and due dates of the payments involved in the transfer: _____

_____ and;

(B) The amount of money you, the payee, received from the transferee for the transfer, if any, and the manner in which the money was used: _____

9. Reasons for transfer:

Describe in detail your reasons for the proposed transfer of payments rights and your plans for using the proceeds from the transfer: pay off truck loan, replace home AC unit, replace wheelchair lift on auto and pay miscellaneous credit cards.

10. Payment of debts:

If you intend to use the proceeds from the proposed transfer to pay debts, list the amount of such debt, the name and address of the creditor to whom it is owed, and, if applicable, the rate of interest which is accruing on such debt (use the back or bottom of this page if you need more space):

Amount Owed	Creditor Name and Address	Interest Rate
\$ <u>962.14</u>	<u>HSBC Best Buy</u>	_____
\$ <u>4396.00</u>	<u>Wells Fargo Auto Finance</u>	<u>19.74%</u>
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____

I declare under penalty of perjury that the foregoing is true and correct.

Lloyd GAINES Jr
Signature

8-28-12
Date

Lloyd GAINES Jr
Printed Name

LOYD GAINOUS JR
History of Structured Settlement Payment Transfers

Case Number	Purchasing Company	Filing Date	Payments Sold	Disposition and Judge	Disposition Date	Use of funds
C2011-4662	Hazel Circle	7/27/2011	monthly payments of \$500.00, commencing on September 15, 2011, through and including April 15, 2020	Approved; Ted Borek	8/29/2011	Fix roof of 2nd house, purchase car for daughter, payoff credit card debt
C2010-4684	Woodbridge	6/16/2010	Five Hundred and 00/100 Dollars per month from 8/15/2010-7/15/2018	Approved; Kenneth Lee	8/2/2010	Pay off Credit Card Debt/become current on mortgage/home improvements
C2009-1715	JG Wentworth	3/10/2009	\$500 per month from 12/15/09 to 11/15/18; amount received \$	Approved; Kenneth Lee	4/17/2009	Pay off Credit Card Debt
C2008-5047	Seneca One	7/23/2008	\$636.00 per month from 5/15/09 to 4/15/2020; net \$29575.21	Denied Leslie Miller	7/29/2009	More renovations to home
C2007-4212	Seneca One	7/27/2007	One lump sum of \$150,000.00 on 3/28/2015; net \$47,097.65	Approved; Leslie Miller	9/17/2007	Renovation to home
C2005-2781	Peachtree	5/18/2005	One lump sum of \$100,000.00 on 3/28/2010 and one lump sum of \$200,000.00 on 3/28/2020; net \$52,903.66	Approved; Leslie Miller	6/27/2005	Complete building home
C2004-2006	Peachtree	4/13/2004	One lumpsum of \$50,000.00 on 3/28/2005; net \$41,291.14	Approved; Michael Alfred	6/1/2004	Make home handicap accessible

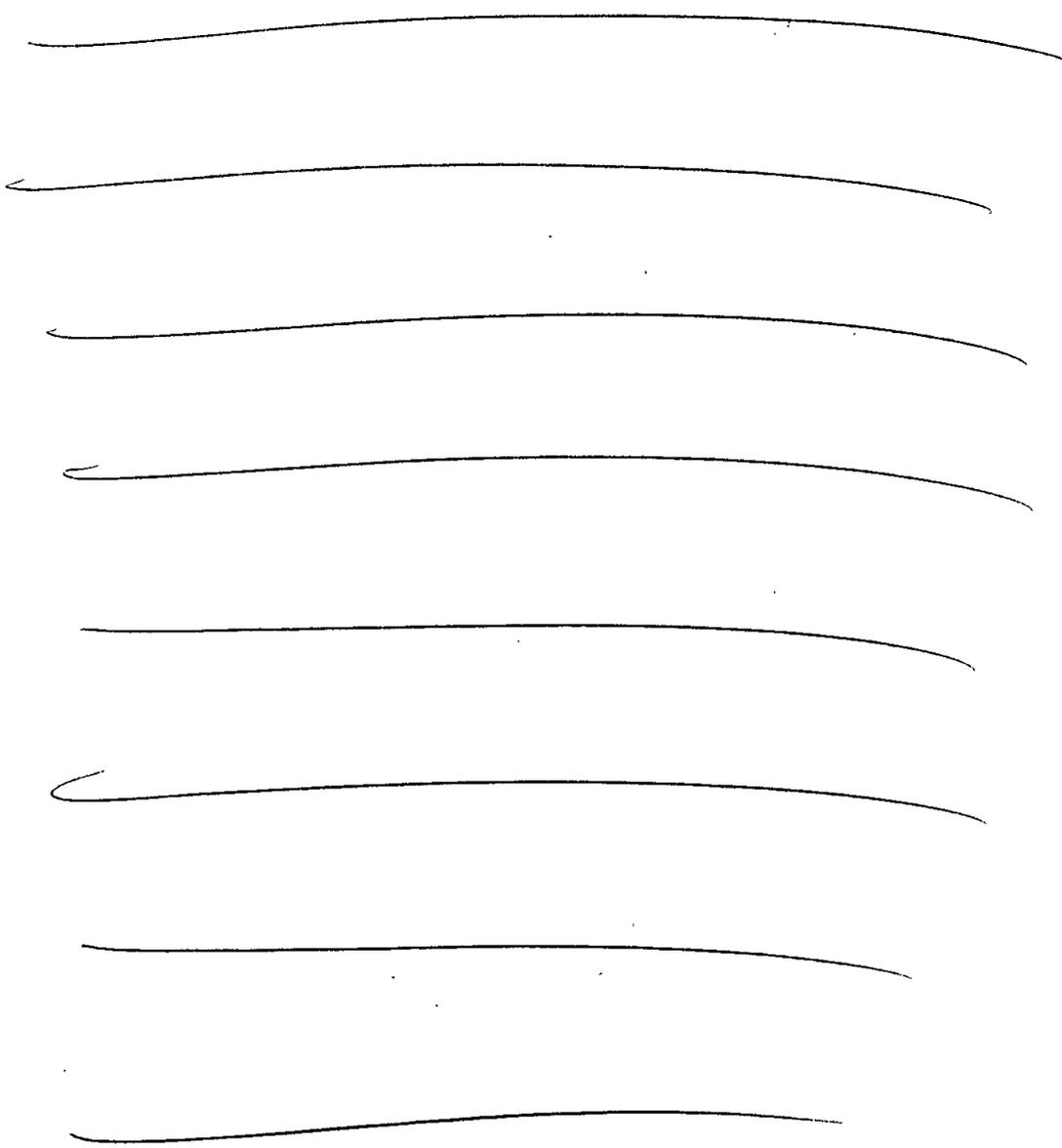


EXHIBIT "F"

Please complete and sign.

STATEMENT OF PROFESSIONAL REPRESENTATION

I HAVE BEEN ADVISED BY ASH SQUARE FUNDING, LLC, THAT I SHOULD OBTAIN INDEPENDENT PROFESSIONAL REPRESENTATION CONCERNING THE LEGAL, TAX AND FINANCIAL IMPLICATIONS OF THIS TRANSACTION, BUT I FULLY UNDERSTAND THE AGREEMENT AND THE EFFECTS OF THE TRANSACTION AND I DO NOT WISH TO SEEK OUT SUCH INDEPENDENT PROFESSIONAL REPRESENTATION.

OR

I HAVE OBTAINED INDEPENDENT REPRESENTATION & I FULLY UNDERSTAND THE LEGAL, TAX AND FINANCIAL IMPLICATIONS OF THE TRANSACTION STIPULATED IN THE STRUCTURED SETTLEMENT ANNUITY SALE AND ASSIGNMENT AGREEMENT AND THE RELATED DOCUMENTS. THE NAME OF MY PROFESSIONAL ADVISOR IS SET FORTH BELOW:

<i>To Be Completed By Certified Professional Advisor</i>	
Name of Professional: _____	Type of Professional:
Phone Number: (____) _____	<input type="checkbox"/> Attorney
Address: _____	<input type="checkbox"/> Certified Public Accountant
_____	<input type="checkbox"/> Certified Financial Advisor
	Designation: _____
<i>I have provided independent professional advice to Loyd L. Gainous, Jr. in respect of the Sale and Assignment Agreement with Ash Square Funding, LLC and the transaction contemplated thereby.</i>	
_____ <i>Professional's Signature</i>	_____ <i>Date</i>

Acknowledged by:

Loyd L. Gainous, Jr.
Loyd L. Gainous, Jr.

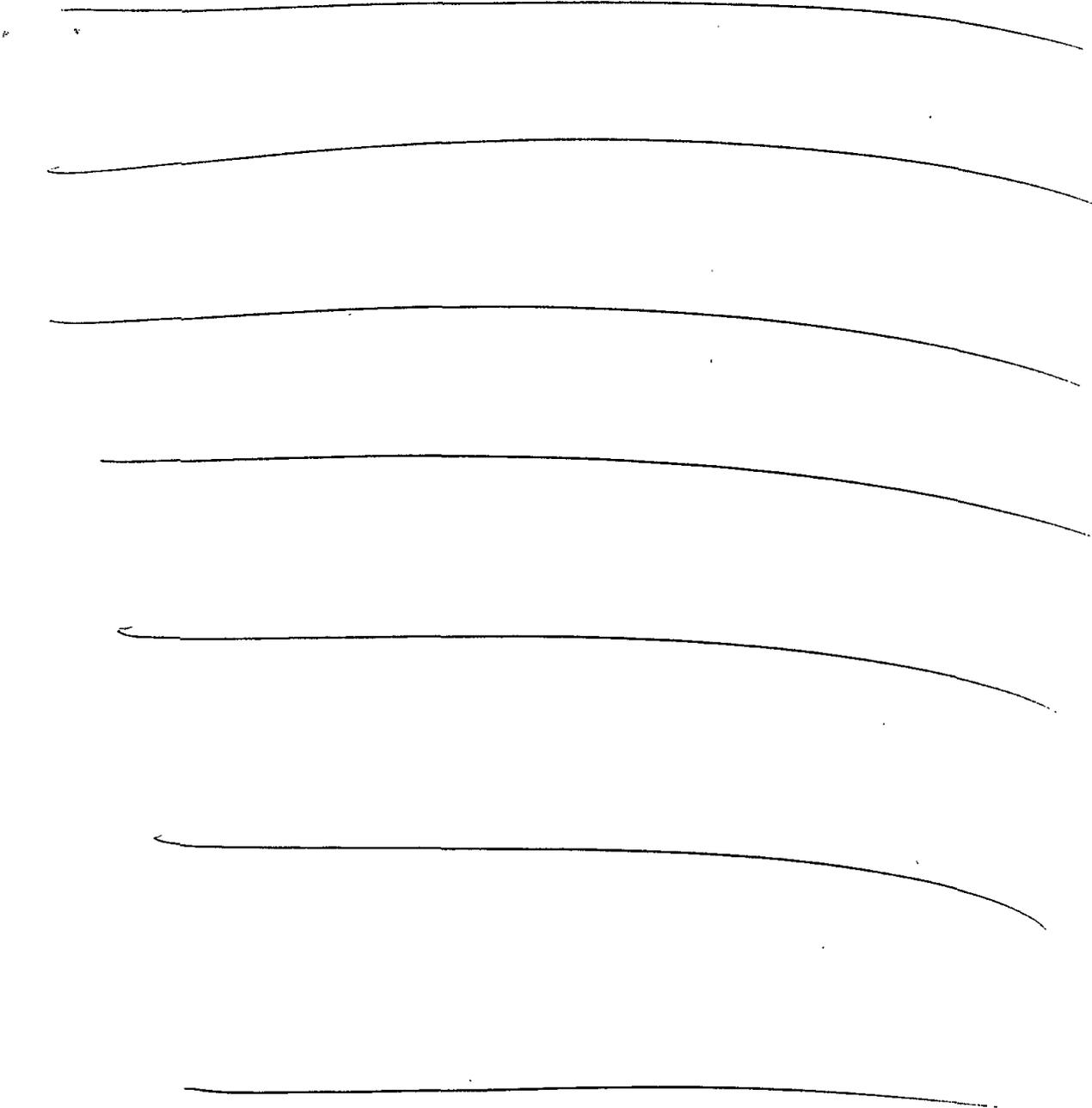


EXHIBIT "G"

**Transferee's Declaration in Support of
Application to Transfer Structured Settlement Payment Rights**

I, James A Klohn, declare:

1. After making reasonable inquiry, I am not aware of any prior transfers of structured settlement payment rights by the Payee, Loyd L. Gainous Jr., other than those disclosed in Payee's Declaration in support of Application.
2. The Transferee has complied with its obligations under A.R.S. §12-2901, *et seq.*
3. To the best of Transferee's knowledge after making reasonable inquiry, the proposed transfer would not contravene any applicable law, statute, or the order of any court or other government authority.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this 16TH day of September, 2012.



James A Klohn, Vice President
Ash Square Funding LLC.

Tab 6

Notice of Hearing

1 BEAUGUREAU, HANCOCK,
2 STOLL & SCHWARTZ, P.C.
3 302 East Coronado Road
4 Phoenix, Arizona 85004
(602) 956-4438
firm@bhsslaw.com

5 Amy Schwartz (#005558)
6 Shimin Luo (#022570)
7 Attorneys for Plaintiff Ash Square Funding, LLC

8 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

9 IN AND FOR THE COUNTY OF PIMA

	)	No. C20125583
11 In Re: Approval of Transfer of Structured)	
12 Settlement Payment Rights by LOYD GAINOUS,	)	NOTICE OF PROPOSED TRANSFER
13 JR., Transferor, to ASH SQUARE FUNDING,	)	OF STRUCTURED SETTLEMENT
14 LLC, a Delaware Corporation, Transferee,	)	PAYMENT RIGHTS PURSUANT TO
	)	A.R.S. §12-2901 et seq.
15 Applicants.)	
	)	(Assigned to the Hon. Jan Kearney)
)	

16
17 COMES NOW Ash Square Funding, LLC, (hereafter, "Ash Square,") Transferee,
18 (hereafter, "Ash Square") by and through its attorneys Beaugureau, Hancock, Stoll & Schwartz,
19 P.C., upon its "Application for Court Approval of a Transfer of Structured Settlement Payment
20 Rights" pursuant to Arizona Structured Settlement Transfer Act, A.R.S. §12-2901 et seq.
21 (hereafter, "the Act"), and hereby notifies the interested parties that a hearing will be held *on*
22 **October 22, 2012 at 10:30 a.m.**, the Honorable Jan Kearney presiding, Pima County Superior
23 Court, at 110 West Congress Street, Tucson, Arizona 85701, for the purpose of determining why
24 said Application should not be granted pursuant to A.R.S. §12-2901 et seq.
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NOTICE: Attached hereto are:

- I. Application for Transfer of Structured Settlement Payment Rights, including:
 - a. Copy of Transfer Agreement;
 - b. Copy of Disclosure Statement Required under A.R.S. §12-2902; and
 - c. List of Dependents of Loyd Gainous, Jr.

Any interested party is entitled to support, oppose or otherwise respond to the Application, either in person or by counsel, by submitting written comments to the Court or other responsible administrative authority or by participating in the hearing. Any written responses to the Application must be filed with this court in order to be considered by it. An interested party has at least fifteen days after service of this Notice in which to respond.

DATED this 25th day of September, 2012.

BEAUGUREAU, HANCOCK,
STOLL & SCHWARTZ, PC

By: 

Amy Schwartz
Shimin Luo
302 East Coronado Road
Phoenix, Arizona 85004
Attorneys for Plaintiff Ash Square, LLC

COPY of the foregoing delivered via
First class mail this 25 day of September, 2012, to:

The Honorable Jan Kearney
Pima County Superior Court
110 West Congress Street
Tucson, Arizona 85701

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COPY of the foregoing sent via certified
mail this 25 day of September, 2012, to:

New York Life Insurance Company
51 Madison Avenue, Room 3003
New York, NY 10010

New York Life Insurance and Annuity Corporation
51 Madison Avenue, Room 3003
New York, NY 10010

COPY of the foregoing sent via certified and
first class mail this 25 day of September, 2012, to:

Loyd Gainous, Jr.
5803 South Herpa Drive
Tucson, Arizona 85706

By: 
Marla K. Halligan

Tab 7

Certificate of Service

1 BEAUGUREAU, HANCOCK,
2 STOLL & SCHWARTZ, P.C.
3 302 East Coronado Road
4 Phoenix, Arizona 85004
(602) 956-4438
firm@bhsslaw.com

5 Amy Schwartz (#005558)
6 Shimin Luo (#022570)
Attorneys for Plaintiff Ash Square Funding, LLC

7
8 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
9 IN AND FOR THE COUNTY OF PIMA

10)
11 In Re: Approval of Transfer of Structured) No. C20125583
12 Settlement Payment Rights by LOYD GAINOUS,)
13 JR., Transferor, to ASH SQUARE FUNDING,) **NOTICE OF FILING PROOFS OF**
14 LLC, a Delaware Corporation, Transferee,) **SERVICE**
15)
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Applicants.) (Assigned to the Hon. Jan Kearney)

27 NOTICE IS HEREBY GIVEN that Applicant Ash Square Funding, LLC, herewith files
28 copies of the proofs of service of the Notice of Proposed Transfer.

29 DATED this 9 day of October, 2012.

30 BEAUGUREAU, HANCOCK,
31 STOLL & SCHWARTZ, PC

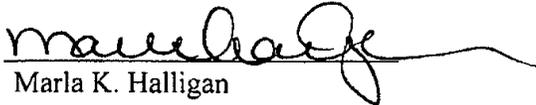
32 By: Amy Schwartz
33 Amy Schwartz
34 Shimin Luo
35 302 East Coronado Road
36 Phoenix, Arizona 85004
Attorneys for Plaintiff Ash Square
Funding, LLC

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COPY of the foregoing delivered via
First class mail this 9 day of October, 2012, to:

The Honorable Jan Kearney
Pima County Superior Court
110 West Congress Street
Tucson, Arizona 85701

Loyd Gainous, Jr.
5803 South Herpa Drive
Tucson, Arizona 85706

By: 
Marla K. Halligan

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: New York Life Insurance and Annuity Corporation 51 Madison Avenue, Room 3003 New York, NY 10010	B. Received by (Printed Name)	C. Date of Delivery
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
2. Article Number (Transfer from service label)	7011 1570 0000 5852 1737	

OCT 01 2012

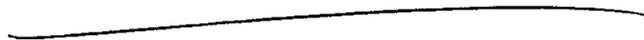
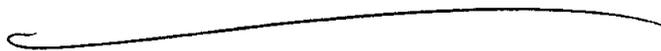
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: New York Life Insurance Company 51 Madison Avenue, Room 3003 New York, NY 10010	B. Received by (Printed Name)	C. Date of Delivery
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
2. Article Number (Transfer from service label)	7011 1570 0000 5852 1744	

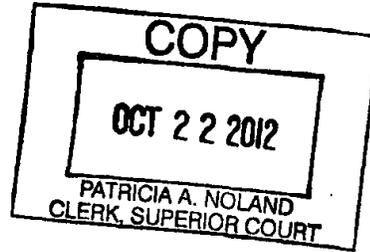
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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature X <i>Angie Johnson</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: Loyd Gainous, Jr. 5803 South Herpa Drive Tucson, Arizona 85706	B. Received by (Printed Name) <i>Covey Casinos</i>	C. Date of Delivery <i>9/26/12</i>
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
2. Article Number (Transfer from service label)	7011 1570 0000 5852 1720	

Tab 8

Court Order

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BEAUGUREAU, HANCOCK,
STOLL & SCHWARTZ, P.C.
302 East Coronado Road
Phoenix, Arizona 85004
(602) 956-4438
firm@bhsslaw.com

Amy Schwartz (#005558)
aschwartz@bhsslaw.com
Shimin Luo (#022570)
slou@bhsslaw.com
Attorneys for Applicant Ash Square Funding, LLC

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

)	
	)	No. C2012-5583
In Re: Approval of Transfer of Structured)	
Settlement Payment Rights by LOYD GAINOUS,	)	ORDER APPROVING TRANSFER OF
JR., Transferor, to ASH SQUARE FUNDING,	)	STRUCTURED SETTLEMENT
LLC, a Delaware Corporation, Transferee,	)	PAYMENTS
)	
Applicants.)	
	)	(Assigned to The Honorable Jan Kearney)

Upon an application to the Court for approval of a Transfer of Structured Settlement Payment Rights ("Application") duly brought by Ash Square Funding, LLC, as Transferee ("Ash Square" or "Transferee"), and having considered documents and written submissions, if any, filed in support of, in opposition to or in response to the Application by the interested parties named below:

Transferor/Payee ("Mr. Gainous" or "Payee"):

Loyd Gainous, Jr.
5803 South Herpa Drive
Tucson, Arizona 85706

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Structured Settlement Obligor:

New York Life Insurance and Annuity Corporation
51 Madison Avenue, Room 3003
New York, NY 10010

Annuity Issuer:

New York Life Insurance Company
51 Madison Avenue, Room 3003
New York, NY 10010

The Court, upon said Application, hereby makes the following findings:

1. This Court has jurisdiction over this matter pursuant to A.R.S. §12-2901 *et seq.*
2. Mr. Gainous was involved in a personal injury matter, which was resolved through a settlement agreement by the third party personal injury defendant's purchase of a structured settlement. Pursuant to the settlement, Mr. Gainous was entitled to receive periodic payments through an annuity owned by New York Life Insurance and Annuity Corporation, and issued by New York Life Insurance Company (collectively, "New York Life").
3. Mr. Gainous and Ash Square have entered into a contract for the sale of the following portion of Mr. Gainous's structured settlement payments: Monthly payments of \$500.00, commencing on November 15, 2012, through and including April 15, 2020 (the "Assigned Payments"), in exchange for a net purchase price of \$26,000.00, payable by Ash Square to Gainous.

4. Ash Square has assigned its interest in the Assigned Payments to:

The Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated
420 La Casa Ave
San Mateo, CA 94404
("Assignee")

1 5. The transfer of Mr. Gainous's settlement payments complies with the requirements
2 of A.R.S. §12-2901 *et seq.*, and would not contravene any applicable law or federal or state statute
3 or the order of any court or responsible administrative authority or other government authority.

4 6. Not less than three days before the date on which Mr. Gainous signed the transfer
5 agreement, Ash Square provided to Mr. Gainous a disclosure statement in bold type, no smaller
6 than fourteen points, setting forth:

7 (a) The amount and due date of the structured settlement payments to be transferred;

8 (b) The aggregate amount of the payment;

9 (c) The discounted present value of the payments to be transferred, which was identified
10 as the calculation of current value of the transferred structured settlement payment under federal
11 standards for valuing annuities, and the amount of the applicable federal rate used in calculating
12 the discounted present value;

13 (d) The gross advance amount that is payable to Mr. Gainous in exchange for the
14 payments;

15 (e) An itemized listing of all applicable transfer expenses, other than attorney fees and
16 related disbursements payable in connection with the transferee's application for approval of the
17 transfer, and Ash Square's best estimate of the amount of attorney fees and related
18 disbursements;

19 (f) The net advance amount that is payable to Mr. Gainous after deduction of all
20 commissions, fees, costs, expenses and charges listed in subdivision (e) of A.R.S. §12-
21 2901(B)(2)(e);

22 (g) A statement that Mr. Gainous had the right to cancel the transfer agreement, without
23 penalty or further obligation, not later than the third business day after the date the agreement
24 was signed by him; and

1 (h) The amount of any penalty and the aggregate amount of any liquidated damages
2 inclusive of penalties that are payable by Mr. Gainous in the event of any breach of the transfer
3 agreement by him.

4 7. The transfer is in the best interests of Mr. Gainous, taking into account the welfare
5 and support of his dependents, if any.

6 8. Mr. Gainous has been advised in writing by Ash Square to seek independent
7 professional advice regarding the transfer and has waived such advice.

8 9. Ash Square has provided written notice of the Application to transfer Mr. Gainous's
9 structured settlement payments to the Annuity Issuer, Structured Settlement Obligor, and other
10 interested parties as required by the Act, none of whom have submitted written objections to said
11 transfer.

12 Based on the foregoing findings, it is hereby **ORDERED, ADJUDGED, AND**
13 **DECREED:**

14 A. That the transfer of the structured settlement payment rights, as described in the
15 Application herein, satisfies the requirements of A.R.S. §12-2901 *et seq.*; is hereby approved; and
16 no party to this proceeding shall hereafter refuse to honor this approved transfer;

17 B. IT IS FURTHER ORDERED that New York Life Insurance Company (the
18 "Annuity Issuer") and New York Life Insurance and Annuity Corporation (the "Structured
19 Settlement Obligor") or the respective successors and/or assigns of Annuity Issuer and/or
20 Structured Settlement Obligor, are hereby directed to deliver the Assigned Payments due to the
21 Payee under Annuity Policy No. FP 207 762, directly to Ash Square's designated Assignee, The
22 Fred F. Cohn & Miriam C. Perlson-Cohn Rev Trust 5/26/94 restated ("Cohn Trust"). The
23 aforementioned Assigned Payments, when due, shall be remitted to Assignee at the address set
24 forth in Paragraph 4 above.

1 C. IT IS FURTHER ORDERED that during the period the structured settlement
2 payment rights are being assigned or encumbered pursuant to the transaction at issue, the
3 designated beneficiary under annuity contract no. FP 207 762 shall be Ash Square's Designated
4 Assignee, Cohn Trust, and no other individual or entity other than Assignee shall have the
5 authority to change the beneficiary for the Assigned Payments. However, the Assigned Payments
6 shall be made to Assignee even in the event of Mr. Gainous's death.

7 D. IT IS FURTHER ORDERED that Ash Square shall be liable to the Structured
8 Settlement Obligor and Annuity Issuer:

- 9 (1) If the transfer contravenes the terms of the structured settlement, for any taxes
10 incurred by the parties as a consequence of the Transfer; and
11 (2) For any of their liabilities or costs, including reasonable costs and attorneys' fees,
12 arising from compliance by such parties with this Order or arising as a consequence
13 of Ash Square's failure to comply with the Act.

14 E. IT IS FURTHER ORDERED that, pursuant to the Act, by making and delivering
15 the Assigned Payments to the Transferee as set forth in the preceding paragraph, the Annuity Issuer
16 and the Structured Settlement Obligor will be discharged from all liability for this Assigned
17 Payments due the Payee under the annuity.

18 F. This Order shall be read in conjunction with any prior court orders approving the
19 transfer of structured settlement payments by Payee.

20 G. New York Life Insurance Company and New York Life Insurance and Annuity
21 Corporation are directed to issue a formal acknowledgment letter of the transfer within twenty
22 (20) days of the date of receipt of this Order. The formal acknowledgment letter shall be
23 delivered to Ash Square Funding, LLC, 14225 Ventura Blvd., Suite 100, Sherman Oaks, CA
24 91423.

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H. This Order in no way modifies or negates the ownership or control over the underlying annuity contract by Annuity Issuer or the Structured Settlement Obligor.

I. This Order shall constitute a final "Qualified Order" within the meaning of 26 USC § 5891.

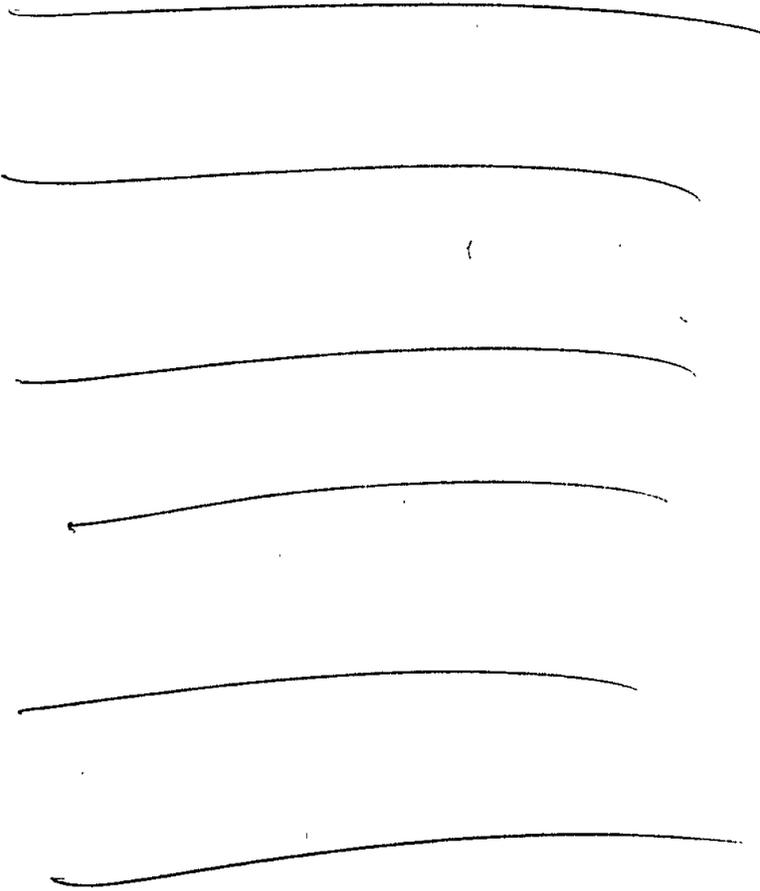
DATED: OCT 22 2012

JAN E. KEARNEY

JUDGE OF THE SUPERIOR COURT

Tab 9

Affidavit in Lieu of Structured Settlement Agreement and Release



The image contains six horizontal, wavy lines that appear to be redactions of text. These lines are arranged vertically in the center of the page, below the title. Each line is a single, continuous, slightly curved stroke, typical of a scanner or a redaction tool used to obscure sensitive information.

AFFIDAVIT IN LIEU OF SETTLEMENT AGREEMENT

I, Loyd L. Gainous, Jr., understand that I am making the following statements under oath:

- My current address is 5803 S Herpa Drive, Tucson, AZ 85706.
- My social security number is [REDACTED] and my date of birth is March 28, 1961.
- I am the recipient of periodic payments resulting from a personal injury claim. The claim was settled by a Settlement Agreement and Release (the "Settlement Agreement") in the State of Arizona on or about 2000. Under the Settlement Agreement, the Defendant and/or Defendant's liability insurer guaranteed that certain structured settlement payments would be made payable to me.
- To satisfy and fund its obligation under the Settlement Agreement, New York Life Insurance and Annuity Corp. (the "Structured Settlement Company") purchased a guaranteed investment contract (the "Annuity"), issued by New York Life Insurance Company (the "Annuity Issuer"), bearing policy contract number FP207762. The Structured Settlement Company is the obligor of the obligations set forth in the Settlement Agreement.
- I am currently receiving or am scheduled to receive the Periodic Payments under the Settlement Agreement and/or Annuity.
- I am making this Affidavit in Lieu of Settlement Agreement because I do not have a copy of the settlement agreement. I have tried to locate a copy, but was unable to do so. I have requested a copy of my Settlement Agreement from my insurance company and they either don't have a copy of the Settlement Agreement nor have they responded to my request.
- I realize that as a material part of my contract with Ash Square Funding, LLC, this document is a condition to my closing this transaction. I submit this affidavit in lieu of that condition precedent and ask Ash Square Funding, LLC to waive this requirement.
- I assert, based upon my knowledge and recollection, that there were no additional parties, other than myself, who have any continuing right or obligation under the underlying structured settlement agreement

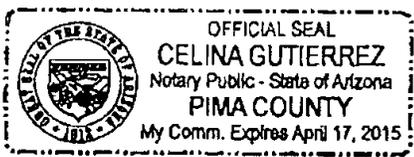
[The remainder of this page intentionally left blank]

ALL OF THE STATEMENTS THAT I HAVE MADE IN THIS AFFIDAVIT ARE TRUE, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. I UNDERSTAND THAT I MAY BE RESPONSIBLE FOR MONEY DAMAGES IF I WILLFULLY MAKE A FALSE STATEMENT WITHIN THIS AFFIDAVIT.

Loyd L. Gainous Jr
Loyd L. Gainous, Jr.

STATE OF Arizona
COUNTY OF Pima

On this 31st day of August 2012, before me, the above signed personally appeared before me and produced for identification Loyd L. Gainous Jr or is personally known to me to be the person whose name is subscribed to the within instrument and acknowledgment to me that he/she executed it.



Celina Gutierrez
Notary Public

November 20, 2012

New York Life Insurance Company
51 Madison Avenue
New York, New York 10010
Attention: Joseph Berrafati

Re: Annuity Contract Number: FP210054
Annuitant: Loyd Gainous, Jr.

Dear Mr. Berrafati:

Enclosed please find a copy of an Arizona Order approving the sale and transfer of certain payments payable pursuant to the above-referenced annuity along with the administrative fee in the amount \$500.00.

Ash Square Funding LLC hereby advises you that it has assigned the payments listed below to The Fred F Cohn & Miriam C Perlson-Cohn Rev Trust 5/26/94 restated or its successors or assigns. Please change your records to reflect that The Fred F Cohn & Miriam C Perlson-Cohn Rev Trust 5/26/94 restated is now the payee of the following guaranteed payments:

- *monthly payments of \$500.00, commencing on November 15, 2012, through and including April 15, 2020*

THESE PAYMENTS SHOULD BE PAID SOLELY TO:

The Fred F Cohn & Miriam C Perlson-Cohn Rev Trust 5/26/94 restated
420 La Casa Ave
San Mateo, CA 94404

Also, please change the designated beneficiary on the annuity for these assigned payments to The Fred F Cohn & Miriam C Perlson-Cohn Rev Trust 5/26/94 restated and revoke the existing beneficiary designation. These changes of payee and beneficiary, respectively, cannot be changed without first obtaining the written consent of The Fred F Cohn & Miriam C Perlson-Cohn Rev Trust 5/26/94 restated .

We ask that New York Life Insurance Company acknowledge the transfer in writing, thereby agreeing to the transaction and to the change of its records as requested. Please return the executed letter to Ash Square Funding LLC at 14225 Ventura Blvd. Suite 100 Sherman Oaks Ca 91423 and fax a copy to Ash Square Funding LLC, Attn: Robert Shapiro at 866-452-4499 and 321-779-7894.

Sincerely,

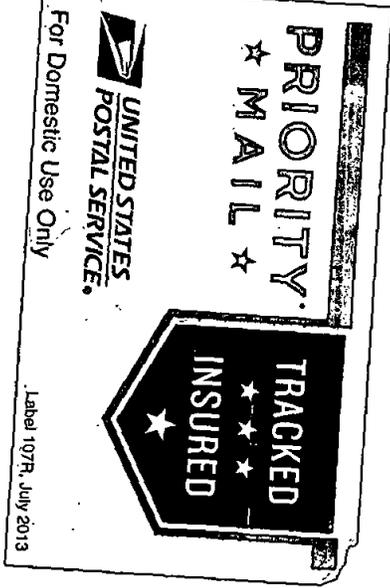


Robert Shapiro
President

bibi@woodbridgeinvestments.com

Encls.

William & Fred Rubin
420 La Casa Avenue
San Mateo, CA 94403

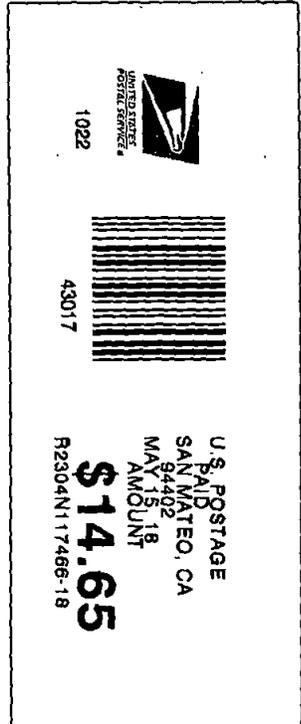


My Life/Salvatus



RETURN RECEIPT
MAY 15 2018
SAN MATEO, CA 94402

Woodbridge Group of Companies, LLC, ET AL.
P. O. Box 10545
Dublin, Ohio 43017-0208



RETURN RECEIPT
MAY 15 2018
SAN MATEO, CA 94402

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MAY 15 2018
SAN MATEO, CA 94402

