

STATE OF VERMONT

RUTLAND COUNTY, ss.
CIVIL DIVISION

SUPERIOR COURT
CIVIL ACTION NO.

STONE STREET CAPITAL, LLC,

Petitioner,

v.

BARBARA RABTOY,

Respondent.

**PETITION FOR ORDER AUTHORIZING AND APPROVING
TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS**

Petitioner Stone Street Capital, LLC (“Stone Street”) respectfully submits this petition for an Order authorizing and approving the transfer of certain structured settlement payment rights described below pursuant to 9 V.S.A. §2480aa *et seq.* and 26 U.S.C. §5891.

PARTIES

1. Stone Street is a Delaware Limited Liability Company with a principal place of business located at 7316 Wisconsin Avenue, Suite 500, Bethesda, Maryland 20814.
2. Respondent, Barbara Rabtoy (“Rabtoy”), is an individual residing at 82 Harrison Avenue, Rutland, Vermont 05701. Rabtoy is single and has four children, none of whom reside with her.

INTERESTED PARTIES

3. American General Annuity Service Corporation (the “Annuity Owner”) is a corporation with a mailing address of 2929 Allen Parkway, Houston, Texas 77019 and is the structured settlement obligor that will receive notice of these proceedings via certified mail as an interested party. A courtesy copy of the notice will also be sent on behalf of the Annuity Owner

to Mr. Matthew Tribolet, Edison, McDowell & Hetherington LLP, 2000 E. Lamar Blvd., Suite 780, Arlington, Texas 76006.

4. American General Life Insurance Company (the "Annuity Issuer") is a corporation with a mailing address of 2727-A Allen Parkway, Houston, Texas 77019-2115 and is the annuity issuer that will receive notice of these proceedings via certified mail as an interested party. A courtesy copy of the notice will also be sent on behalf of the Annuity Issuer to Mr. Matthew Tribolet, Edison, McDowell & Hetherington LLP, 2000 E. Lamar Blvd., Suite 780, Arlington, Texas 76006.

GOVERNING LAW

5. Federal law, as codified at 26 U.S.C. §5891, *et seq.*, provides that the imposition of a 40% excise tax can be avoided if the transfer of structured settlement payments rights is approved by a "Qualified Order," which is defined as an Order issued by a Court in the state where the transferor/payee resides based upon the application of a structured settlement transfer statute enacted by the state in which either transferor/payee resides or in which the Annuity Owner or Annuity Issuer are domiciled. *See* 26 U.S.C. §§5891(b)(3)(B) and (b)(4)(B), a true and accurate copy of which is attached hereto as Exhibit A.

6. Rabtoy, the transferor/payee, is a resident of Vermont, which is a state that has adopted a structured settlement transfer statute that is codified at 9 V.S.A. §2480aa *et seq.* A true and accurate copy of the Vermont Transfer of Structured Settlements Act is attached hereto as Exhibit B.

RABTOY'S PROPOSED TRANSFER TO STONE STREET

7. Beginning on or about March 24, 2012, the Annuity Owner identified above, and/or its assignee, became obligated to pay Rabtoy, a certain monetary amount, portions of which were to be funded over time. Specifically, Rabtoy became entitled to receive \$2,039.86

guaranteed monthly beginning on or about March 24, 2012, with the last guaranteed monthly benefit payable on or about February 24, 2042, and continuing monthly thereafter for the remainder of Rabtoy's life (hereinafter referred to as the "Structured Settlement Payments"). See true and accurate copy of Annuity Contract Certificate dated March 29, 2017, attached hereto as Exhibit C.

8. In order to fulfill its payment obligations to Rabtoy, the Annuity Owner purchased an annuity from the Annuity Issuer, naming Rabtoy as the annuitant. See Exhibit C hereto.

9. Desiring to receive an advance lump sum in lieu of a portion of the Structured Settlement Payments, Rabtoy entered into a Purchase, Transfer and Assignment Agreement with Stone Street on or about February 2, 2017 (the "Transfer Agreement") for the purpose of selling some of the payments she is owed.

10. Pursuant to the Transfer Agreement, Rabtoy agreed to sell the following Structured Settlement Payments to Stone Street:

- 180 monthly payments of \$345 beginning with the payment due on or about March 24, 2017 through and including the payment due on or about February 24, 2032

(hereinafter referred to as the "Transferred Payments"). A true and accurate copy of the Transfer Agreement is attached hereto as Exhibit D.

11. As consideration for the sale of the Transferred Payments, Stone Street agreed to pay Rabtoy a lump sum of \$28,000.

12. There are no origination or closing fees charged to Rabtoy to consummate this transaction.

13. Prior to Rabtoy incurring any obligation under the Transfer Agreement, Stone Street provided Rabtoy with a written Disclosure Statement setting forth the following:

- a. The amounts and due dates of the structured settlement payments to be transferred;
- b. The aggregate amount of the structured settlement payments to be transferred;
- c. The calculation of the current value of the transferred structured settlement payments under federal standards for valuing annuities and the amount of the federal rate used in calculating such discounted present value;
- d. Gross amount payable;
- e. Effective annual discount rate/Effective annual interest rate;
- f. Good faith estimate of fees and expenses;
- g. Net amount payable;
- h. The amount of any penalties or liquidated damages payable by Rabtoy upon breach of the Transfer Agreement;
- i. A statement that Rabtoy has the right cancel the Transfer Agreement, without penalty or further obligation; and
- j. A notice of potential tax consequences as a result of the assignment.

A true and accurate copy of the Disclosure Statement presented to Rabtoy is attached hereto as Exhibit E.

14. Stone Street also advised Rabtoy to seek independent professional advice in connection with the Transfer Agreement. Rabtoy subsequently consulted with an independent professional adviser, who advised Rabtoy about the legal, tax and financial implications of the transfer proposed in the Transfer Agreement as well as her rights and obligations under the Transfer Agreement. See Exhibit F attached hereto.

15. The name, address and taxpayer identification number of Stone Street, the Transferee, is as follows:

Stone Street Capital, LLC
7316 Wisconsin Avenue, Suite 500
Bethesda, MD 20814
Taxpayer ID No. 20-8094548

16. The transfer contemplated under the Transfer Agreement does not contravene any applicable law or statute or an Order of any Court or other governmental authority and satisfies the requirements of the Vermont Transfer of Structured Settlements Act codified at 9 V.S.A. §2480aa *et seq.*

17. Rabtoy has considered her own financial situation carefully prior to executing the Transfer Agreement and believes that the transfer contemplated in the Transfer Agreement is in her best interest under the circumstances now existing and that the purchase price of \$28,000 is fair, just and reasonable.

18. The Court has approved four (4) prior assignments of the Structured Settlement Payments owed to Rabtoy. In the first transaction, Rabtoy assigned monthly payments of \$150 beginning with the payment due on or about May 24, 2014 through and including the payment due on or about November 24, 2041. The Court approved this transaction on or about July 11, 2013 in the matter entitled *In re: J.G. Wentworth Origination LLC and Barbara Rabtoy*, civil action docket number 240-5-13 BNCV. A true and accurate copy of the Order approving the transaction is attached hereto as Exhibit G.

19. In the second transaction, Rabtoy assigned monthly payments of \$650 beginning with the payment due on or about January 24, 2016 through and including the payment due on or about November 24, 2041. The Court approved this transaction on or about December 23, 2013 in the matter entitled *In re: Seneca One, LLC and Barbara Rabtoy*, civil action docket number 416-10-13 BNCV. A true and accurate copy of the Order approving the transaction is attached hereto as Exhibit H.

20. In the third transaction, Rabtoy assigned monthly payments of \$389.86 beginning with the payment due on or about January 24, 2015 through and including the payment due on or

about December 24, 2015; monthly payments of \$239.86 beginning with the payment due on or about January 24, 2016 through and including the payment due on or about December 24, 2033; and monthly payments of \$1,239.86 beginning with the payment due on or about January 24, 2034 through and including the payment due on or about November 24, 2041. The Court approved this transaction on or about May 6, 2014 in the matter entitled *In re: Seneca One, LLC and Barbara Rabtoy*, civil action docket number 112-3-14 BNCV. A true and accurate copy of the Order approving the transaction is attached hereto as Exhibit I.

21. In the fourth transaction, Rabtoy assigned monthly payments of \$475 beginning with the payment due on or about January 24, 2016 through and including the payment due on or about December 24, 2033. The Court approved this transaction on or about October 3, 2014 in the matter entitled *Catalina Structured Funding, Inc. v. Barbara Rabtoy*, civil action docket number 249-7-14 BNCV. A true and accurate copy of the Order approving the transaction is attached hereto as Exhibit J.

22. In accordance with 9 V.S.A. 2480ff (b) and (c), Stone Street will serve written notice of this transfer and petition to all interested parties (including the Annuity Issuer and the Annuity Owner) as well as the Attorney General's office, the Office of Child Support, the Department of Taxes and the Department of Financial Regulations, not less than twenty (20) days prior to the scheduled hearing of this matter and will file a notice with the Court confirming the same.

WHEREFORE, the petitioner, Stone Street, respectfully requests that the Court enter an Order authorizing and approving the transfer of the structured settlement payment rights as described above and in the Transfer Agreement in accordance with 9 V.S.A. §2480aa *et seq.* and 26 U.S.C. §5891 and such other and further relief the Court deems just and appropriate.

Respectfully submitted,

STONE STREET CAPITAL, LLC,

By its attorneys,

/s/ Gregory D. Cote

Gregory D. Cote, VBN: 4953

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May 11, 2017

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EXHIBIT A

United States Code Annotated

Title 26. Internal Revenue Code (Refs & Annos)

Subtitle E. Alcohol, Tobacco, and Certain Other Excise Taxes (Refs & Annos)

Chapter 55. Structured Settlement Factoring Transactions

26 U.S.C.A. § 5891

§ 5891. Structured settlement factoring transactions

Currentness

(a) Imposition of tax.--There is hereby imposed on any person who acquires directly or indirectly structured settlement payment rights in a structured settlement factoring transaction a tax equal to 40 percent of the factoring discount as determined under subsection (c)(4) with respect to such factoring transaction.

(b) Exception for certain approved transactions.--

(1) In general.--The tax under subsection (a) shall not apply in the case of a structured settlement factoring transaction in which the transfer of structured settlement payment rights is approved in advance in a qualified order.

(2) Qualified order.--For purposes of this section, the term "qualified order" means a final order, judgment, or decree which--

(A) finds that the transfer described in paragraph (1)--

(i) does not contravene any Federal or State statute or the order of any court or responsible administrative authority, and

(ii) is in the best interest of the payee, taking into account the welfare and support of the payee's dependents, and

(B) is issued--

(i) under the authority of an applicable State statute by an applicable State court, or

(ii) by the responsible administrative authority (if any) which has exclusive jurisdiction over the underlying action or proceeding which was resolved by means of the structured settlement.

(3) Applicable State statute.--For purposes of this section, the term "applicable State statute" means a statute providing for the entry of an order, judgment, or decree described in paragraph (2)(A) which is enacted by--

(A) the State in which the payee of the structured settlement is domiciled, or

(B) if there is no statute described in subparagraph (A), the State in which either the party to the structured settlement (including an assignee under a qualified assignment under section 130) or the person issuing the funding asset for the structured settlement is domiciled or has its principal place of business.

(4) Applicable State court.--For purposes of this section--

(A) **In general.**--The term "applicable State court" means, with respect to any applicable State statute, a court of the State which enacted such statute.

(B) **Special rule.**--In the case of an applicable State statute described in paragraph (3)(B), such term also includes a court of the State in which the payee of the structured settlement is domiciled.

(5) **Qualified order dispositive.**--A qualified order shall be treated as dispositive for purposes of the exception under this subsection.

(c) Definitions.--For purposes of this section--

(1) Structured settlement.--The term "structured settlement" means an arrangement--

(A) which is established by --

(i) suit or agreement for the periodic payment of damages excludable from the gross income of the recipient under section 104(a)(2), or

(ii) agreement for the periodic payment of compensation under any workers' compensation law excludable from the gross income of the recipient under section 104(a)(1), and

(B) under which the periodic payments are--

(i) of the character described in subparagraphs (A) and (B) of section 130(c)(2), and

(ii) payable by a person who is a party to the suit or agreement or to the workers' compensation claim or by a person who has assumed the liability for such periodic payments under a qualified assignment in accordance with section 130.

(2) Structured settlement payment rights.--The term "structured settlement payment rights" means rights to receive payments under a structured settlement.

(3) Structured settlement factoring transaction.--

(A) **In general.**--The term "structured settlement factoring transaction" means a transfer of structured settlement payment rights (including portions of structured settlement payments) made for consideration by means of sale, assignment, pledge, or other form of encumbrance or alienation for consideration.

(B) **Exception.**--Such term shall not include--

(i) the creation or perfection of a security interest in structured settlement payment rights under a blanket security agreement entered into with an insured depository institution in the absence of any action to redirect the structured settlement payments to such institution (or agent or successor thereof) or otherwise to enforce such blanket security interest as against the structured settlement payment rights, or

(ii) a subsequent transfer of structured settlement payment rights acquired in a structured settlement factoring transaction.

(4) **Factoring discount.**--The term "factoring discount" means an amount equal to the excess of--

(A) the aggregate undiscounted amount of structured settlement payments being acquired in the structured settlement factoring transaction, over

(B) the total amount actually paid by the acquirer to the person from whom such structured settlement payments are acquired.

(5) **Responsible administrative authority.**--The term "responsible administrative authority" means the administrative authority which had jurisdiction over the underlying action or proceeding which was resolved by means of the structured settlement.

(6) **State.**--The term "State" includes the Commonwealth of Puerto Rico and any possession of the United States.

(d) **Coordination with other provisions.**--

(1) **In general.**--If the applicable requirements of sections 72, 104(a)(1), 104(a)(2), 130, and 461(h) were satisfied at the time the structured settlement involving structured settlement payment rights was entered into, the subsequent occurrence of a structured settlement factoring transaction shall not affect the application of the provisions of such sections to the parties to the structured settlement (including an assignee under a qualified assignment under section 130) in any taxable year.

(2) **No withholding of tax.**--The provisions of section 3405 regarding withholding of tax shall not apply to the person making the payments in the event of a structured settlement factoring transaction.

CREDIT(S)

(Added Pub.L. 107-134, Title I, § 115(a), Jan. 23, 2002, 115 Stat. 2436.)

Notes of Decisions (2)

26 U.S.C.A. § 5891, 26 USCA § 5891

Current through P.L. 113-163 (excluding P.L. 113-128) approved 8-8-14

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EXHIBIT B

KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

West's Vermont Statutes Annotated
Title Nine. Commerce and Trade
Part 3. Sales, Assignments and Secured Transactions
Chapter 63. Consumer Protection (Refs & Annos)
Subchapter 5. Transfers of Structured Settlements

9 V.S.A. § 2480aa

§ 2480aa. Legislative intent; public policy

Currentness

Structured settlement agreements, which provide for payments to a person over a period of time, are often used in the settlement of actions such as personal injury or medical claims and serve a number of valid purposes, including protection of persons from economic victimization and ensuring a person's ability to provide for his or her future needs and obligations. It is the policy of this State that such agreements, which have often been approved by a court, should not be set aside lightly or without good reason.

Credits

2011, Adj. Sess., No. 168, § 1, eff. July 1, 2012.

9 V.S.A. § 2480aa, VT ST T. 9 § 2480aa

The statutes are current through the First Session of the 2015-2016 Vermont General Assembly (2015).

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Subchapter 5. Transfers of Structured Settlements

9 V.S.A. § 2480bb

§ 2480bb. Definitions

Currentness

In this subchapter:

- (1) "Annuity issuer" means an insurer that has issued a contract to fund periodic payments under a structured settlement.
- (2) "Dependents" includes a payee's spouse and minor children and all other persons for whom the payee is legally obligated to provide support, including alimony.
- (3) "Discounted present value" means the present value of future payments determined by discounting such payments to the present using the most recently published Applicable Federal Rate for determining the present value of an annuity, as issued by the U.S. Internal Revenue Service.
- (4) "Gross advance amount" means the sum payable to the payee or for the payee's account as consideration for a transfer of structured settlement payment rights before any reductions for transfer expenses or other deductions to be made from such consideration.
- (5) "Independent professional advice" means advice of an attorney, certified public accountant, actuary, or other licensed professional adviser meeting all of the following requirements:
 - (A) The advisor is engaged by the payee to render advice concerning the legal, tax, or financial implications of a structured settlement or a transfer of structured settlement payment rights;
 - (B) The adviser's compensation for rendering independent professional advice is not affected by occurrence or lack of occurrence of a settlement transfer; and
 - (C) A particular adviser is not referred to the payee by the transferee or its agent, except that the transferee may refer the payee to a lawyer referral service or agency operated by a state or local bar association.

(6) "Interested parties" means, with respect to any structured settlement, the payee, any beneficiary irrevocably designated under the annuity contract to receive payments following the payee's death, the annuity issuer, the structured settlement obligor, and any other party that has continuing rights or obligations relating to the structured settlement payment rights which are the subject of the proposed transfer.

(7) "Net advance amount" means the gross advance amount less the aggregate amount of the actual and estimated transfer expenses required to be disclosed under subdivision 2480cc(5) of this title.

(8) "Payee" means an individual who is receiving tax-free payments under a structured settlement and proposes to make a transfer of payment rights thereunder.

(9) "Periodic payments" includes both recurring payments and scheduled future lump sum payments.

(10) "Qualified assignment agreement" means an agreement providing for a qualified assignment within the meaning of 26 U.S.C. § 130, as amended from time to time.

(11) "Settled claim" means the original tort claim resolved by a structured settlement.

(12) "Structured settlement" means an arrangement for periodic payment of damages for personal injuries or sickness established by settlement or judgment in resolution of a tort claim but does not refer to periodic payments in settlement of a workers' compensation claim.

(13) "Structured settlement agreement" means the agreement, judgment, stipulation, or release embodying the terms of a structured settlement.

(14) "Structured settlement obligor" means, with respect to any structured settlement, the party that has the continuing obligation to make periodic payments to the payee under a structured settlement agreement or a qualified assignment agreement.

(15) "Structured settlement payment rights" means rights to receive periodic payments under a structured settlement, whether from the structured settlement obligor or the annuity issuer, where:

(A) the payee is domiciled in this State; or

(B) the structured settlement agreement was approved by a court in this State.

(16) "Terms of the structured settlement" include, with respect to any structured settlement, the terms of the structured settlement agreement, the annuity contract, any qualified assignment agreement, and any order or other approval of any court or other government authority that authorized or approved such structured settlement.

(17) "Transfer" means any sale, assignment, pledge, hypothecation, or other alienation or encumbrance of structured settlement payment rights made by a payee for consideration.

(18) "Transfer agreement" means the agreement providing for a transfer of structured settlement payment rights.

(19) "Transfer expenses" means all expenses of a transfer that are required under the transfer agreement to be paid by the payee or deducted from the gross advance amount, including, without limitation, court filing fees, attorney's fees, escrow fees, lien recordation fees, judgment and lien search fees, finders' fees, commissions, and other payments to a broker or other intermediary.

(20) "Transferee" means a party acquiring or proposing to acquire structured settlement payment rights through a transfer.

Credits

2011, Adj. Sess., No. 168, § 1, eff. July 1, 2012.

9 V.S.A. § 2480bb, VT ST T. 9 § 2480bb

The statutes are current through the First Session of the 2015-2016 Vermont General Assembly (2015).

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9 V.S.A. § 2480cc

§ 2480cc. Required disclosures to payee

Currentness

Not less than ten days prior to the date on which a payee signs a transfer agreement, the transferee shall provide to the payee a separate disclosure statement in bold type in a size no smaller than 14 points setting forth:

- (1) the amounts and due dates of the structured settlement payments to be transferred;
- (2) the aggregate amount of such payments;
- (3) the discounted present value of the payments to be transferred, which shall be identified as the "calculation of current value of the transferred structured settlement payments under federal standards for valuing annuities," and the amount of the applicable federal rate used in calculating such discounted present value;
- (4) the gross advance amount and the annual discount rate, compounded monthly, used to determine such figure;
- (5) an itemized listing of all applicable transfer expenses, other than attorney's fees and related disbursements payable by the payee in connection with the transferee's application for approval of the transfer, and the transferee's best estimate of the amount of any such fees and disbursements;
- (6) the net advance amount;
- (7) the amount of any penalties or liquidated damages payable by the payee in the event of any breach of the transfer agreement by the payee, as well as a description of any other financial penalties the payee might incur with the transferee as a result of such a breach; and
- (8) a statement that the payee has the right to cancel the transfer agreement, without penalty or further obligation, at any time before the date on which a court enters a final order approving the transfer agreement.

Credits

2011, Adj. Sess., No. 168, § 1, eff. July 1, 2012.

9 V.S.A. § 2480cc, VT ST T. 9 § 2480cc

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9 V.S.A. § 2480dd

§ 2480dd. Approval of transfers of structured settlement payment rights

Currentness

(a) No direct or indirect transfer of structured settlement payment rights shall be effective and no structured settlement obligor or annuity issuer shall be required to make any payment directly or indirectly to any transferee of structured settlement payment rights unless the transfer has been approved in advance in a final court order based on express findings by the court that:

(1) the transfer is in the best interest of the payee taking into account the welfare and support of the payee's dependents, considering all relevant factors, including:

(A) the payee's ability to understand the financial terms and consequences of the transfer;

(B) the payee's capacity to meet his or her financial obligations, including the potential need for future medical treatment;

(C) the need, purpose, or reason for the transfer; and

(D) whether the transfer is fair and reasonable, considering the discount rate used to calculate the gross advance amount, the fees and expenses imposed on the payee, and whether the payee obtained more than one quote for the same or a substantially similar transfer.

(2)(A) the payee has been advised in writing by the transferee to seek independent professional advice regarding the financial advisability of the transfer and the other financial options available to the payee, if any, and:

(B)(i) that the payee has in fact received such advice; or

(ii) that such advice is unnecessary for good cause shown.

(3) the transfer does not contravene any applicable statute or the order of any court or other government authority.

(b) Any agreement to transfer future payments arising under a workers' compensation claim is prohibited.

(c) At the hearing on the transfer the court may, in its sole discretion, continue the hearing and require the payee to seek independent professional advice if the court determines that obtaining such advice should be required based on the circumstances of the payee or the terms of the transaction. If the court determines that independent professional advice should be required, the court may order that the costs incurred by a payee for independent professional advice be paid by the transferee, the payee, or another party, provided that the amount to be paid by the transferee shall not exceed \$ 1,500.00.

Credits

2011, Adj. Sess., No. 168, § 1, eff. July 1, 2012.

9 V.S.A. § 2480dd, VT ST T. 9 § 2480dd

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9 V.S.A. § 2480ee

§ 2480ee. Effects of transfer of structured settlement payment rights

Currentness

Following a transfer of structured settlement payment rights under this subchapter:

- (1) The structured settlement obligor and the annuity issuer shall, as to all parties except the transferee, be discharged and released from any and all liability for the transferred payments;
- (2) The transferee shall be liable to the structured settlement obligor and the annuity issuer:
 - (A) if the transfer contravenes the terms of the structured settlement for any taxes incurred by such parties as a consequence of the transfer; and
 - (B) for any other liabilities or costs, including reasonable costs and attorney's fees, arising from compliance by such parties with the order of the court or arising as a consequence of the transferee's failure to comply with this subchapter;
- (3) Neither the annuity issuer nor the structured settlement obligor may be required to divide any periodic payment between the payee and any transferee or assignee or between two or more transferees or assignees; and
- (4) Any further transfer of structured settlement payment rights by the payee may be made only after compliance with all of the requirements of this subchapter.

Credits

2011, Adj. Sess., No. 168, § 1, eff. July 1, 2012.

9 V.S.A. § 2480ee, VT ST T. 9 § 2480ee

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9 V.S.A. § 2480ff

§ 2480ff. Procedure for approval of transfers

Effective: July 1, 2015
Currentness

(a) An application under this subchapter for approval of a transfer of structured settlement payment rights shall be made by the transferee and may be brought in the Superior Court, Civil Division, of the county in which the payee resides or in which the structured settlement obligor or the annuity issuer maintains its principal place of business or in any court that approved the structured settlement agreement.

(b) Not less than 20 days prior to the scheduled hearing on any application for approval of a transfer of structured settlement payment rights under section 2480dd of this title, the transferee shall file with the court and serve on all interested parties a notice of the proposed transfer and the application for its authorization, including with such notice:

- (1) a copy of any court order approving the settlement;
- (2) a written description of the underlying basis for the settlement;
- (3) a copy of the transferee's application;
- (4) a copy of the transfer agreement;
- (5) a copy of the disclosure statement required under section 2480cc of this title;
- (6) a listing of each of the payee's dependents, together with each dependent's age;
- (7) a statement setting forth whether, to the best of the transferee's knowledge after making a reasonable inquiry to the payee, the structured settlement obligor, and the annuity issuer, there have been any previous transfers or applications for transfer of any structured settlement payment rights of the payee and giving details of all such transfers or applications for transfer;

(8) if available to the transferee after making a good faith request of the payee, the structured settlement obligor and the annuity issuer, the following documents, which shall be filed under seal:

(A) a copy of the annuity contract;

(B) a copy of any qualified assignment agreement;

(C) a copy of the underlying structured settlement agreement;

(9) either a certification from an independent professional advisor establishing that the advisor has given advice to the payee on the financial advisability of the transfer and the other financial options available to the payee or a written request that the court determine that such advice is unnecessary pursuant to subdivision 2480dd(a)(2) of this title; and

(10) notification of the time and place of the hearing and notification of the manner in which and the time by which written responses to the application must be filed, which shall be not less than 15 days after service of the transferee's notice, in order to be considered by the court.

(c) The transferee shall file a copy of the application with the Attorney General's Office and a copy of the application and the payee's Social Security number with the Office of Child Support and the Department of Taxes. The Offices and Department receiving copies pursuant to this section shall permit the copies to be filed electronically.

(d) The payee shall attend the hearing unless attendance is excused for good cause.

Credits

2011, Adj. Sess., No. 168, § 1, eff. July 1, 2012; 2013, No. 29, § 67, eff. May 13, 2013; 2015, No. 23, § 143, eff. July 1, 2015.

9 V.S.A. § 2480ff, VT ST T. 9 § 2480ff

The statutes are current through the First Session of the 2015-2016 Vermont General Assembly (2015).

KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

West's Vermont Statutes Annotated
Title Nine. Commerce and Trade
Part 3. Sales, Assignments and Secured Transactions
Chapter 63. Consumer Protection (Refs & Annos)
Subchapter 5. Transfers of Structured Settlements

9 V.S.A. § 2480gg

§ 2480gg. General provisions; construction

Currentness

(a) The provisions of this subchapter may not be waived by any payee.

(b) Any transfer agreement entered into on or after the effective date of this subchapter by a payee who resides in this State shall provide that disputes under such transfer agreement, including any claim that the payee has breached the agreement, shall be determined in and under the laws of this State. No such transfer agreement shall authorize the transferee or any other party to confess judgment or consent to entry of judgment against the payee.

(c) No transfer of structured settlement payment rights shall extend to any payments that are life-contingent unless, prior to the date on which the payee signs the transfer agreement, the transferee has established and has agreed to maintain procedures reasonably satisfactory to the annuity issuer and the structured settlement obligor for:

(1) periodically confirming the payee's survival; and

(2) giving the annuity issuer and the structured settlement obligor prompt written notice in the event of the payee's death.

(d) No payee who proposes to make a transfer of structured settlement payment rights shall incur any penalty, forfeit any application fee or other payment, or otherwise incur any liability to the proposed transferee or any assignee based on any failure of such transfer to satisfy the conditions of this subchapter.

(e) Nothing contained in this subchapter shall be construed to authorize any transfer of structured settlement payment rights in contravention of any law or to imply that any transfer under a transfer agreement entered into prior to the effective date of this subchapter is valid or invalid.

(f) Compliance with the requirements set forth in section 2480cc of this title and fulfillment of the conditions set forth in section 2480dd of this title shall be solely the responsibility of the transferee in any transfer of structured settlement payment rights, and neither the structured settlement obligor nor the annuity issuer shall bear any responsibility for or any liability arising from noncompliance with such requirements or failure to fulfill such conditions.

Credits

2011, Adj. Sess., No. 168, § 1, eff. July 1, 2012.

9 V.S.A. § 2480gg, VT ST T. 9 § 2480gg

The statutes are current through the First Session of the 2015-2016 Vermont General Assembly (2015).

End of Document

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STATE OF VERMONT

RUTLAND COUNTY, ss.
CIVIL DIVISION

SUPERIOR COURT
CIVIL ACTION NO.

STONE STREET CAPITAL, LLC,

Petitioner,

v.

BARBARA RABTOY,

Respondent.

**PETITION FOR ORDER AUTHORIZING AND APPROVING
TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS**

EXHIBIT C



Structured Settlements Administration
P.O. Box 15367
Amarillo, TX 79105-5367
Phone: 806-345-7488 ext 8006
Fax: 806-349-5802
Email: request@structuresag.com
Website: www.aig.com/us/structuredsettlements

Annuity Contract Certificate

03/29/2017

AMERICAN GENERAL LIFE certifies that the premium for the following annuity contract has been paid in full. Some important facts of the contract are as follows:

Contract number: 451648

Effective date: 02/15/2012

Owner: AMERICAN GENERAL ANNUITY SERVICE CORPORATION

Payee: BARBARA P ANN RABTOY

Payment Schedule:

LIFE CONTINGENT

Beginning Date	Guaranteed Thru Date	Payment Amount	Frequency of Payment	Rate of Increase in Payments
03/24/2042		\$2,039.86	MONTHLY	0

Payments cease upon the death of BARBARA P ANN RABTOY.

PERIOD CERTAIN

Beginning Date	Guaranteed Thru Date	Payment Amount	Frequency of Payment	Rate of Increase in Payments
03/24/2012	06/24/2013	\$2,039.86	MONTHLY	0
12/24/2041	02/24/2042	\$2,039.86	MONTHLY	0

If BARBARA P ANN RABTOY dies during the guaranteed period, the remaining guaranteed payments will be paid to the beneficiary as they become due.

This certificate represents only the schedule of benefits to be made to BARBARA P ANN RABTOY from the annuity issuers as of the date of the certificate. It is not a contract, and only the actual contract provisions will control.

STATE OF VERMONT

RUTLAND COUNTY, ss.
CIVIL DIVISION

SUPERIOR COURT
CIVIL ACTION NO.

STONE STREET CAPITAL, LLC,)
)
Petitioner,)
)
v.)
)
BARBARA RABTOY,)
)
Respondent.)

**PETITION FOR ORDER AUTHORIZING AND APPROVING
TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS**

EXHIBIT D



PURCHASE, TRANSFER AND ASSIGNMENT AGREEMENT

This Purchase, Transfer and Assignment Agreement, which along with the Terms and Conditions attached hereto is referred to herein as the "Agreement", is a contract between Stone Street Capital, LLC its successors and/or assigns ("Stone Street" or "we," "us", or "our"), a Delaware Limited Liability Company, and Barbara Rabtoy (referred to as "you" or "your"). The purpose of this Agreement is to set forth the terms of a legally binding contract where you agree to sell us your structured settlement payments.

SUMMARY OF KEY TERMS:

You agree to sell, and Stone Street agrees to purchase the following payments:

180 monthly payments of \$345.00 from March 24, 2017 through and including February 24, 2032 ("the Assigned Payments")

You have agreed to accept the following purchase price in exchange for the Assigned Payments:

\$ 28,000.00 (the "Purchase Price")

Disclosure Statement: To comply with state and federal law, we gave you a Disclosure Statement that explained the financial terms of this Agreement. Among other things, the Disclosure Statement describes the fees that you will be responsible for at the time of funding. The terms set forth of the Disclosure Statement, including any later amendments to the document, are considered a part of this Agreement. You agree that you had the opportunity to read and review the Disclosure Statement, and that you agree to its terms.

Date of the Agreement: The date of this Agreement is February 2, 2017, and you have no obligation under this Agreement before that date.

By signing below, the parties agree to be bound to the terms of the agreement, including the provisions set forth in the Terms and Conditions attached hereto and incorporated herein by reference.

SELLER:

DocuSigned by:

0280394D-E205-475C-ABF1-9CC337AC6173

Seller Signature

STONE STREET CAPITAL, LLC:

By:

Gary Milwit,
Chief Operating Officer

*****PLEASE ONLY USE IF ELECTRONIC SIGNATURE IS NOT AVAILABLE*****

This foregoing instrument was acknowledged before me this ____ day of _____, 201__ by Barbara Rabtoy who is either (i) personally known to me or (ii) who has produced identification.

Notary Signature
Notary Public in and for the State of _____
My Commission Expires: _____

TERMS AND CONDITIONS

The purpose of this Terms Summary is to set forth additional terms of a legally binding contract where you agree to sell structured settlement payments to Stone Street

Background

- A. You (or someone acting on your behalf) settled a lawsuit or a claim sometime before the date of this Agreement, and as a result of that settlement, you became entitled to receive payments payable over time. The terms of that agreement are documented in a Settlement Agreement or a similar document (the "Settlement Agreement"). The defendants or their insurers in your lawsuit or claim assigned their obligation to make those payments to a third party, the Settlement Obligor (the "Obligor"). The Settlement Obligor purchased an annuity (the "Annuity") from an insurance company (the "Issuer") to make sure that you would receive the payments according to the terms of the Settlement Agreement. You are entitled to receive payments from the Annuity.
 - B. You have decided that receiving your payments according to the timetable set forth in the Settlement Agreement does not satisfy your financial needs. After thinking about other ways of addressing your financial situation, you have decided to sell some of your payments to Stone Street in exchange for a cash payment.
1. **The Sale and Purchase.** You agree to sell the settlement payments identified as the "Assigned Payments" on the Summary of Key Terms to which this Terms Summary was attached. Stone Street agrees to pay you, and you agree to accept, cash in the amount identified as the "Purchase Price" stated on the Summary of Key Terms to which this Terms Summary was attached
 2. **How the Purchase Price Will be Paid to You.** We will pay you by any means you choose, including an electronic wire transfer directly to your bank account or by check. If you elect an electronic wire transfer, we will only make payment to a bank account in your name.
 3. **What Must Happen Before Funding.** Before the Assigned Payments are transferred to Stone Street, a court must approve this Agreement. After court approval, there are additional conditions that must be met before we can pay you your Purchase Price. First, the Issuer must acknowledge, in writing, the receipt of a court order that: (a) directs the Obligor and Issuer to make the Assigned Payments to Stone Street to the address and entity that we name; (b) makes all findings required by applicable law; and (c) cannot be appealed. Second, we must confirm that all of your obligations under the Agreement have been satisfied including providing us with all necessary documentation. Last, we must review the transaction, the supporting documents, lien, judgment, bankruptcy and other searches to verify that there is no right or condition that exists that would require us to terminate this Agreement. When these steps are satisfied, your transaction will close and fund.
 4. **The Payments We Do Not Buy.** If you decided to sell us only a portion of your payments, this Agreement does not affect the payments that you did not sell. You will continue to receive the unsold portion of the payments unless those payments were previously sold, encumbered or subject to court ordered garnishment or execution. In some cases, the court, the Obligor or the Issuer may require that the entire structured settlement payment be paid to us, and, upon receipt, we shall remit the unassigned portion of the structured settlement payment back to you. If such a circumstance arises in your transaction, you agree to this payment servicing arrangement.
 5. **Other Documents.** Stone Street will expeditiously and diligently work to get a court order approving this Agreement. To assist us in this process, you agree to execute additional documents that may be required by the court, the Obligor or the Issuer. You agree to provide us with complete copies of your Settlement Agreement and Annuity, and other documents necessary to complete the transaction.
 6. **You Own and Can Sell Your Payments.** We must establish that you own the payments that

you are selling to us, and that no one else could claim an interest in the Assigned Payments. Unless you tell us in writing otherwise, you represent and promise to us that:

- (a) You have the right to receive and sell the Assigned Payments;
- (b) This Agreement does not conflict with any of your other obligations;
- (c) The Assigned Payments are not subject to any community property or spousal rights of any person;
- (d) There is no dispute, lawsuit, or challenge relating to your right to receive the payments under the Settlement Agreement;
- (e) Neither you nor anyone else has sold, pledged or otherwise transferred the Assigned Payments nor attempted to do so;
- (f) No other person or business claims a security interest, lien, right, title, or interest of any kind in the Assigned Payments;
- (g) All applicable child support, alimony, and tax obligations are up to date;
- (h) There are no unsatisfied judgments against you;
- (i) You are not in bankruptcy; and
- (j) If one or more of these statements becomes untrue before the Purchase Price is paid to you, you agree to notify us in writing. In all events, you authorize us to conduct credit checks, judgment and lien searches, and criminal background searches to confirm that there are no claims against the Assigned Payments.

7. **Your Promises to Us.** Stone Street is relying upon the statements you have made to us and the documents you have provided regarding you, your situation, the payments you are receiving, and the payments you are now selling, including the following:

- (a) You completed and signed an application along with this Agreement, and the information contained in the application is complete and correct;
- (b) You believe that selling the Assigned Payments is in the best interest of you and your dependents;
- (c) You are 18 years of age or older, are of sound mind, not under the influence of drugs or alcohol;
- (d) You understand and agree that you are not considered a "consumer" in this transaction, and that you waive the protection of various consumer protections laws;
- (e) You understand that we are not assuming any of your obligations under the Settlement Agreement, Annuity, Uniform Qualified Assignment or other related documents;
- (f) You understand and agree to the terms of this Agreement;
- (g) No one has forced you to sign this Agreement nor has anyone promised you anything other than what is stated in this Agreement in an effort to persuade you to sign it.

8. **Life Contingent Payments.** If we are purchasing payments that are payable only if you are alive, your transaction will be subject to a medical underwriting review. We will provide you with a separate release in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Once you sign the release, you will be asked questions about your medical history. You must give full, complete, and accurate responses to all medical questions because Stone Street will rely upon your answers in determining your eligibility for this transaction. If you do not meet the standards for the transaction, Stone Street will inform you, and will cancel the transaction with no cost to you. If we are buying life contingent payments and you die prior to when we have paid you the Purchase Price for the life contingent payments we will have no obligation to pay the Purchase Price for such payments and the transaction will be cancelled.

9. **Independent Advisor.** Before you sign this Agreement, you may wish to consult with an independent advisor to seek legal, financial or other expert advice regarding the legal, financial, and tax consequences of this Agreement. By signing this Agreement, you acknowledge that Stone Street has advised you of this right in writing.

10. **Deductions from the Purchase Price.** We will deduct from your Purchase Price any fees that are set forth on your Disclosure Statement. In addition, you may have elected to sell payments to pay off debts, liens, and past due obligations. If you owe back taxes, past due child support, or have judgments or liens recorded against you or your assets, we may require that some of those debts, claims, or liabilities be paid at the time the transaction is funded. If it is reasonably necessary to pay certain debts before funds are released to you so that the Assigned Payments are not subject to such debts, Stone Street will pay those debts for your account and deduct the payment from your Purchase Price. Also, you may have received a partial prepayment of the Purchase Price. Any pre-funding payments that you may have received prior to Closing will also be deducted from the Purchase Price.
11. **Payments Received Before Funding.** You acknowledge that it may take some time for the Obligor and Issuer to receive and process the court order. Accordingly, you could receive payments that were supposed to be sold to Stone Street. If you receive some payments before we pay you the Purchase Price, the amount of payments received by you will be deducted from the Purchase Price.
12. **Amount Heldback from Purchase Price.** As set forth above, it may take the Obligor and Issuer some time to process the court order. We may withhold an amount from the Purchase Price equal to the amount of the payments to be paid within two to six months of the closing (depending upon the insurer and its practices). When the Assigned Payments begin to be received by Stone Street, the amount withheld will be released to you, less the amount of any payments paid over to you in error while the insurance company was processing the address change.
13. **Receiving Payments In Error.** The Obligor and Issuer may send an Assigned Payment to you in error. In the event that you receive a payment that you have sold to Stone Street, you agree to hold those payments in trust and immediately turn them over to Stone Street.
14. **Limited Power of Attorney.** Some insurance companies will continue to make the Assigned Payments payable in your name after the transaction is closed. You hereby grant Stone Street, or its successors, assigns or agents, an irrevocable limited "power of attorney" granting us the right to cash these checks and to deposit the money into our collection account.
15. **Grant of Security Interest.** You intend to sell and Stone Street intends to purchase your rights, title and interest in and to the Assigned Payments. This Agreement is not a loan. Subject to the court's approval of the sale, you grant to Stone Street a security interest under Article 9 of the Uniform Commercial Code in your rights and interest in the Assigned Payments. These rights have been assigned to Stone Street as a payment intangible or general intangible under Article 9 of the Uniform Commercial Code. This Agreement shall function as a security agreement, and the security interest secures payment of the rights assigned and performance of your obligations under this Agreement. In the event that the transaction is for any purpose characterized as a loan, a financing or extension of credit or anything other than a true sale by any court, you grant us a security interest and all rights of a secured party lender under the Uniform Commercial Code. We may file a UCC-1 financing statement or continuation statement evincing and perfecting our rights in the jurisdictions that we deem appropriate.
16. **Testamentary Agreement.** If you should die prior to the due date of the last Assigned Payment, Stone Street will continue to receive the Assigned Payments on the dates set forth in the Summary of Key Terms. You are giving up your rights to the Assigned Payments, and the rights of your heirs, successors, beneficiaries, and/or any other person claiming by, through or under you. Accordingly, this Agreement is a Testamentary Agreement in which you irrevocably agree to name Stone Street or its assigns as the party that will inherit the Assigned Payments upon your death. You understand that you no longer have the power to amend, modify, alter or otherwise change this beneficiary designation. Also, you agree to sign a form designating Stone Street as the sole beneficiary under the Annuity during the term of the Assigned Payments.
17. **Restrictions on Assignment.** Your Settlement Agreement may contain language prohibiting your right or power to accelerate, defer, increase, decrease or assign your payments. You hereby waive

and release any such restriction if your Settlement Agreement or the Annuity contains this or similar language. As such, you understand and agree that you will never claim or assert that the payments you are now selling were not transferable, or that this language renders this Agreement void.

18. **Arbitration of Disputes after Closing.** Once your transaction has closed, any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents, successors or assigns of the other, arising from or relating in any way to this Agreement or any prior agreement (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or declaratory or equitable relief) including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement or any prior agreement, shall be resolved by mandatory binding arbitration. For matters that could be brought in your local small claims court, you have the option of proceeding in the small claims court rather than proceeding in arbitration. **This arbitration provision cannot be used to bypass state and federal laws requiring court approval of this transaction.** The arbitration shall be conducted by JAMS Arbitration ("JAMS") under the Code of Procedure in effect at the time the Claim is filed. JAMS Rules and forms may be obtained and Claims may be filed at any JAMS office, online at www.jamsadr.org, or by telephone 1-800-352-5267. You will have the right to counsel, the right to be heard in front of a neutral arbitrator, and you will have the opportunity to participate in the selection of the arbitrator. You will retain all the remedies that you are afforded under local, state and federal law. The arbitration shall take place in your hometown or in the JAMS office closest to where you are located. The arbitrator shall apply the law of the jurisdiction where we sought court approval of this Agreement. We or you may, upon approval of the other, substitute another nationally recognized, independent arbitration organization that uses a similar code or procedure. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Any arbitration award shall be final, and judgment upon the award may be entered in a court having jurisdiction. No Claim submitted to arbitration is heard by a jury, and no Claim may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim.

19. **Construction of this Agreement.** All of the headings contained in this Agreement are for convenience only. They are not part of this Agreement, and that shall not affect its meaning, construction or interpretation. This Agreement, the Disclosure Statement, and the attached exhibits make up the entire agreement between you and Stone Street and replace all prior arrangements and understandings, written or spoken. If we amend this Agreement, the terms of the amendment shall control over terms that set forth herein.

20. **Severability.** Should any provisions of this Agreement is held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, that provisions shall be deemed to be modified to the extent necessary to render it lawful and enforceable. If such a modification is not possible, that provisions shall be severed from the Agreement and shall not in any way affect or impair the validity, legality and enforceability of the remaining provisions in this Agreement.

21. **Future Assignment By Stone Street.** Stone Street (and any future assignee) may assign all of its right, title, and interest in and to this Agreement, the other related documents, the Annuity, and the Assigned Payments either before or after the closing and without any requirement of prior consent from or notice to you.

22. **Applicable Law.** Except as otherwise required by applicable statutory law, this Agreement shall be governed by and interpreted in accordance with the law of the jurisdiction where we sought court approval of this Agreement.

Certificate Of Completion

Envelope Id: 8C3D394DE205475CABF19CC337AC6173
 Subject: Documents for your DocuSign Signature
 Source Envelope:
 Document Pages: 5
 Supplemental Document Pages: 0
 Certificate Pages: 5
 AutoNav: Disabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 1
 Initials: 0
 Payments: 0

Status: Completed

Envelope Originator:
 Kevin Manesh
 7316 Wisconsin Ave.
 5th Floor
 Bethesda, MD 20814
 kmanesh@stonesstreet.com
 IP Address: 136.147.46.8

Record Tracking

Status: Original
 2/17/2017 6:10:06 AM

Holder: Kevin Manesh
 kmanesh@stonesstreet.com

Location: DocuSign

Signer Events

Barbara Rabtoy
 babykaylee2005@gmail.com
 Security Level: Email, Account Authentication (None), Authentication

Signature



Timestamp

Sent: 2/17/2017 6:10:49 AM
 Viewed: 2/21/2017 12:59:52 PM
 Signed: 2/21/2017 1:00:49 PM

Using IP Address: 174.255.134.224
 Signed using mobile

Authentication Details

ID Check:

Transaction: 23020882498103
 Result: passed
 Vendor ID: LexisNexis
 Type: iAuth
 Recipient Name Provided by: Recipient
 Information Provided for ID Check: Address, SSN9, SSN4, DOB
 Performed: 2/21/2017 12:59:35 PM
 Electronic Record and Signature Disclosure:
 Accepted: 2/21/2017 12:59:52 PM
 ID: fb4ff87c-e796-4707-904c-0267734132f7

Question Details:
 passed property.purchasedfrom.fake
 failed person.state.real
 passed vehicle.historical.color.real
 passed property.street.in.city.real
 failed person.age.real
 passed vehicle.historical.association.real

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Notary Events

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete

Hashed/Encrypted
 Security Checked
 Security Checked

2/17/2017 6:10:49 AM
 2/21/2017 12:59:52 PM
 2/21/2017 1:00:49 PM

Envelope Summary Events

Completed

Status

Security Checked

Timestamps

2/21/2017 1:00:49 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Stone Street Capital, LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Stone Street Capital, LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nkehoe@stonestreet.com

To advise Stone Street Capital, LLC of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at nkehoe@stonestreet.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Stone Street Capital, LLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to nkehoe@stonestreet.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Stone Street Capital, LLC

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to nkehoe@stonestreet.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I Agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Stone Street Capital, LLC as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Stone Street Capital, LLC during the course of my relationship with you.

STATE OF VERMONT

RUTLAND COUNTY, ss.
CIVIL DIVISION

SUPERIOR COURT
CIVIL ACTION NO.

STONE STREET CAPITAL, LLC,)
)
Petitioner,)
)
v.)
)
BARBARA RABTOY,)
)
Respondent.)

**PETITION FOR ORDER AUTHORIZING AND APPROVING
TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS**

EXHIBIT E



DISCLOSURE STATEMENT

This Disclosure Statement is being provided by Stone Street Capital, LLC ("Stone Street") to you, Barbara Rabtoy, on January 23, 2017 in connection with your agreement to transfer and assign to Stone Street Capital, LLC, or its assigns, certain structured settlement payment rights.

1. **Amounts and Due Dates of Payments to be Transferred.** You will assign to Stone Street all of your right, title and interest in and to 180 monthly payments of \$345.00 from March 24, 2017 through and including February 24, 2032 out of those certain payments due under a certain Settlement Agreement.
2. **Aggregate Amount of Payments Transferred.** The aggregate amount of the payments to be transferred to Stone Street totals \$ 62,100.00.
3. **Calculation of Current Value of the Transferred Structured Settlement Payments Under Federal Standards for Valuing Annuities.** The Internal Revenue Service discounted present value of the payments to be transferred is \$ 51,993.29 determined by discounting the future payments to be transferred using a rate most recently published for determining the present value of an annuity by the Internal Revenue Service, which rate is 2.40%. This is a calculation of the current value of the transferred structured settlement payments under federal standards for valuing annuities. **THIS IS NOT THE RATE USED TO CALCULATE YOUR PURCHASE PRICE.** It is also not the market rate for transfers of annuity payments of structured settlement payments.
4. **Gross Amount Payable.** The gross amount payable to you in exchange for the transferred payments is \$ 28,000.00.
5. **Effective Annual Interest Rate.** Based on the net amount that you will receive from us and the amounts and timing of the structured settlement payments that you are turning over to us, you will, in effect, be paying interest to us at a rate of 13.00% per year.
6. **Good Faith Estimate of Fees and Expenses.** You will be responsible for paying the following commissions, fees, expenses, charges, and costs in connection with the closing of this transaction: None

7. **Net Amount Payable.** The net amount payable to you in exchange for the transferred payments is \$ 28,000.00.
8. **Effective Annual Interest Rate.** Based on the net amount that you will receive from us and the amounts and timing of the structured settlement payments that you are turning over to us, you will, in effect, be paying interest to us at a rate of 13.00% per year.
9. **Cancellation.** You have the right to cancel the transfer agreement, without penalty or further obligation, at any time before the date on which a court enters a final order approving the transfer agreement.
10. **Breach of Contract.** The amount of any penalty and the aggregate amount of any liquidated damages (inclusive of penalties) payable by the payee in the event of any breach of the transfer agreement by the payee shall be: None.
11. **Tax Consequences** – You may be subject to adverse state and federal income tax consequences as a result of this transfer.

By signing this Disclosure Statement where provided below, you acknowledge and agree that you have read and fully understand the foregoing Disclosure Statement, that you have been advised by Stone Street to discuss the Disclosure Statement and the details of the proposed transaction with your financial advisors and attorneys and have been provided an opportunity to do so.

RECEIVED, AGREED AND ACKNOWLEDGED:



Barbara Rabtoy

2-2-17
Date

STATE OF VERMONT

RUTLAND COUNTY, ss.
CIVIL DIVISION

SUPERIOR COURT
CIVIL ACTION NO.

STONE STREET CAPITAL, LLC,)
)
Petitioner,)
)
v.)
)
BARBARA RABTOY,)
)
Respondent.)

**PETITION FOR ORDER AUTHORIZING AND APPROVING
TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS**

EXHIBIT F

ANDERSON & EATON, P.C.

ATTORNEYS AT LAW
128 MERCHANTS ROW, 7TH FLOOR
P.O. BOX 67
RUTLAND, VERMONT 05702-0067

KARL C. ANDERSON*
AARON EATON
SABRINA A. URICH, PARALEGAL

*Also Admitted in NY

(802) 773-4700
FAX: (802) 773-4800
E-MAIL: andersoncaton@vtlawyers.org

April 11, 2017

Ms. Barbara Rabtoy

via email: Babykaylee2005@gmail.com

Re: Barbara Rabtoy IPA

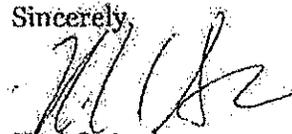
Dear Ms. Rabtoy:

I am a licensed attorney and provided counsel to you on April 11, 2017 regarding the transfers of structured settlement payment rights. You received advice concerning the legal, tax and financial implications of the agreements to sell your structured settlement annuity payments to Stone Street Capital, LLC per the agreements dated February 2, 2017 (attached).

I also advised you that I do not have any financial interest in the funding process or any entities involved in the transaction nor am I an employee, agent, manager, partner, stock holder or affiliated in any manner with Stone Street Capital, LLC.

You were further advised of the rights and obligations of the respective parties to the agreement. With your permission I have sent a copy of this letter to Stone Street Capital, LLC.

Sincerely,



Karl C. Anderson

cc: Stone Street Capital, LLC
7316 Wisconsin Avenue
Suite 500
Bethesda, MD 20814

STATE OF VERMONT

RUTLAND COUNTY, ss.
CIVIL DIVISION

SUPERIOR COURT
CIVIL ACTION NO.

STONE STREET CAPITAL, LLC,

Petitioner,

v.

BARBARA RABTOY,

Respondent.

**PETITION FOR ORDER AUTHORIZING AND APPROVING
TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS**

EXHIBIT G

STATE OF VERMONT
BENNINGTON UNIT

SUPERIOR COURT
CIVIL DIVISION

In Re:
J.G. WENTWORTH ORIGINATION LLC
Applicant - Transferee

And

Barbara Rabtoy
Payee - Transferor

DOCKET NUMBER 240-5-13Bncv

**FINAL ORDER APPROVING TRANSFER
OF STRUCTURED SETTLEMENT PAYMENT RIGHTS**

After a hearing and review of the Application for Approval of Transfer of Structured Settlement Payments Rights By and Between Payee and Applicant Transferee Above Named (the "Petition"), the Court finds as follows:

1. Pursuant to 9 V.S.A. § 2480dd, this transfer is in the best interest of the payee, Barbara P. Ann Rabtoy a/k/a Barbara Ann Rabtoy a/k/a Barbara Rabtoy ("Rabtoy"), taking into account the welfare and support of her dependents, if any, and considering all relevant factors as stated in 9 V.S.A. § 2480dd(1)(A)-(D).

2. Rabtoy has been advised in writing by the transferee, J.G. Wentworth Originations, LLC ("JGW") to seek independent professional advice regarding the transfer and has either received the advice or shown good cause as to why such advice is unnecessary, pursuant to 9 V.S.A. § 2480dd (2)(A)-(B).

3. Not less than ten (10) days prior to the date Rabtoy signed the Purchase Agreement, JGW provided Rabtoy a disclosure statement in bold type, in a size no smaller than fourteen (14) points, meeting the requirements of 9 V.S.A § 2480cc. A disclosure statement was

FILED

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VERMONT SUPERIOR COURT
BENNINGTON UNIT

also provided to Ms. Rabtoy in compliance with Section 141.001 *et seq.*, of the Texas Civil Practice and Remedies Code.

4. JGW timely filed with the Court and served on all interested parties notice of the Proposed Transfer and the application for its authorization, in compliance with 9 V.S.A. 2480ff(b).

5. The Purchase Agreement provides that, if Rabtoy is domiciled in Vermont, any disputes between the parties will be governed in accordance with the laws of Vermont and that the domicile state of Rabtoy is the proper venue to bring any causes of action arising out of a breach of the Purchase Agreement.

6. The Court finds that the transfer does not contravene any applicable Federal or State statute or an order of any court or other governmental authority, or responsible administrative authority, pursuant to 9 V.S.A. § 2480dd (3).

Based on the foregoing findings and being satisfied that the proposed transfer satisfies all applicable statutory requirements, it is hereby

ORDERED that the Petition in GRANTED and APPROVED as follows:

Pursuant to 9 V.S.A. § 2480aa, of the Vermont Statutes Annotated, as well as Section 141.001 *et seq.*, of the Texas Civil Practice and Remedies Code, the assignment by Rabtoy to JGW of all of her rights, title, and interest in and to a certain structured settlement payment under annuity contract number 451,648 is hereby APPROVED.

It is further ORDERED that annuity owner, American General Annuity Service Corporation ("AGASC") and annuity issuer, American General Life Insurance Company ("AGLIC") (collectively, "American General") are hereby directed to deliver and make payable

the following payments, as they become due under the schedule set forth in the Annuity, regardless of whether payee is living:

- monthly payments of \$150.00 each, beginning on May 24, 2013 through and including November 24, 2041

(the "Assigned Payments"),¹ to J.G. Wentworth Originations, LLC at the following address (the "Designated Address") or to such other address as designated in writing by JGW:

J.G. Wentworth Originations, LLC
P.O. Box 83364
Woburn, MA 01813-3364

The Assigned Payments that are being transferred and assigned to JGW by way of this Order constitute only a portion of the payments due and owing from May 24, 2013 through and including November 24, 2041 (the "Term"). AGASC and/or AGLIC are not required to divide or split the payments due and owing during the Term. Therefore, JGW and Rabtoy have agreed to, and the Court hereby approves, a payment servicing arrangement relative to said payments.

It is therefore ORDERED that AGASC and/or AGLIC shall pay and remit to JGW, and JGW shall receive from AGASC and/or AGLIC, 100% of each payment due and owing by AGLIC and AGASC during the Term that contains an Assigned Payment (the "Term Payments"). JGW shall retain the portion of each Term Payment it receives that constitutes an Assigned Payment. JGW shall promptly pay and remit to Rabtoy the remaining un-assigned portion, if any, of each Term Payment.

AGLIC and AGASC shall discharge their obligation to make the Term Payments in question by paying and directing said payments to JGW and by doing so AGLIC and AGASC shall not have any liability to Rabtoy for the Term Payments. This Order in no way modifies or negates the ownership or control over the Annuity by AGLIC and/or AGASC.

¹ JGW and Rabtoy acknowledge that AGLIC has paid the Assigned Payments due on May 24, 2013 and June 24, 2013 to Rabtoy and that, notwithstanding all other terms of this Agreement and the Order, AGLIC will not send these payments to JGW. JGW agrees to seek these payments solely from Rabtoy.

It is further ORDERED that JGW, and its affiliates and successors in interest, shall defend, indemnify, and hold harmless AGASC and AGLIC and their successors and assigns, parents, affiliates, and subsidiaries, from and against any and all liability from all claims in connection with, related to, or in any way arising out of the issuance of the Term Payments to JGW, whether such claims are brought by Rabtoy (including her heirs, beneficiaries, and/or executors), by any individual or entity to which JGW subsequently assigns or transfers the Assigned Payments or any portion thereof, or by any other individual or entity. To the extent that JGW fails to honor this indemnification and defense obligation, AGLIC and AGASC may, in addition to all other remedies afforded by law, satisfy the same by withholding to their own credit any remaining Assigned Payments.

It is further ORDERED that neither the fact of the entry of this Order, nor any term or action taken hereunder, shall be admissible at any time in any action or proceeding for any purpose, except if required in connection with the enforcement of any party's rights hereunder.

It is further ORDERED that AGASC and AGLIC are hereby discharged from all liability for the Term Payments, as to all parties except JGW and its successors and/or assigns. This Order is entered without prejudice to the rights of AGASC and AGLIC and the Court makes no finding regarding the enforceability of any anti-assignment provisions contained in the annuity contracts or related documents.

It is further ORDERED that the death of Rabtoy, prior to the due date of the last Term Payment, shall not affect the transfer of the Assigned Payments from Rabtoy to JGW and Rabtoy understands that she is giving up her rights, and the right of her heirs and/or successors, to the Assigned Payments.

It is further ORDERED this Order is a "Qualified Order" within the meaning of 26 U.S.C. § 5891, *et seq.* and finally disposes of all claims and all parties; all motions not specifically granted herein are DENIED.

SIGNED this _____ day of July, 2013.

 7/11/13

Hon. Karen R. Carroll
Presiding Judge

STATE OF VERMONT

RUTLAND COUNTY, ss.
CIVIL DIVISION

SUPERIOR COURT
CIVIL ACTION NO.

STONE STREET CAPITAL, LLC,

Petitioner,

v.

BARBARA RABTOY,

Respondent.

**PETITION FOR ORDER AUTHORIZING AND APPROVING
TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS**

EXHIBIT H

STATE OF VERMONT
BENNINGTON UNIT

SUPERIOR COURT
CIVIL DIVISION

IN RE: SENECA ONE, LLC & BARBARA
RABTOY

)
)
)
) CIVIL ACTION
) CASE NUMBER 416-10-13-BNCV
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)

ORDER APPROVING TRANSFER
OF STRUCTURED SETTLEMENT PAYMENT RIGHTS

After a hearing and review of the Application for Order Approving Transfer of Structured Settlement Payment Rights (the "Petition"), the Court finds as follows:

1. Pursuant to 9 V.S.A. § 2480dd, this transfer is in the best interest of the payee, Barbara P. Ann Rabtory a/k/a Barbara P. A. Rabtoy a/k/a Barbara Rabtoy ("Rabtoy"), taking into account the welfare and support of her dependents, if any, and considering all relevant factors as stated in 9 V.S.A. § 2480dd(1)(A)-(D).

2. Rabtoy has been advised in writing by the transferee, Seneca One, LLC ("Seneca One") to seek independent professional advice regarding the transfer and has either received the advice or shown good cause as to why such advice is unnecessary, pursuant to 9 V.S.A. § 2480dd(2)(A)-(B).

3. Not less than ten (10) days prior to the date Rabtoy signed the Purchase Agreement, Seneca One provided Rabtoy a disclosure statement in bold type, in a size no smaller than fourteen (14) points, meeting the requirements of 9 V.S.A § 2480cc. A disclosure statement was also provided to Rabtoy in compliance with Section 141.001 *et seq.*, of the Texas Civil Practice and Remedies Code.

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VERMONT SUPERIOR COURT
BENNINGTON UNIT

4. Seneca One timely filed with the Court and served on all interested parties notice of the Proposed Transfer and the application for its authorization, in compliance with 9 V.S.A. § 2480ff(b).

5. The purchase agreement provides that if Rabtoy is domiciled in Vermont any disputes between the parties will be governed in accordance with the laws of Vermont and that the domicile state of Rabtoy is the proper venue to bring any causes of action arising out of a breach of the purchase agreement.

6. The Court finds that the transfer does not contravene any applicable Federal or State statute or an order of any court or other governmental authority, or responsible administrative authority, pursuant to 9 V.S.A. § 2480dd(3).

Based on the foregoing findings and being satisfied that the proposed transfer satisfies all applicable statutory requirements, including, 26 U.S.C. § 5891, *et seq.*, it is hereby

ORDERED that the Petition in GRANTED and APPROVED as follows:

Pursuant to 9 V.S.A. § 2480aa, of the Vermont Statutes Annotated, as well as Section 141.001 *et seq.*, of the Texas Civil Practice and Remedies Code, the assignment by Rabtoy to Seneca One of all of her rights, title, and interest in and to a certain structured settlement payment under annuity contract number 451,648 (the "Annuity") is hereby APPROVED.

It is further ORDERED that annuity owner, American General Annuity Service Corporation ("AGASC"), and annuity issuer, American General Life Insurance Company ("AGLIC"), are hereby directed, on the dates set forth therein, to deliver and make payable certain payments due under the Annuity, as follows:

- monthly payments of \$650.00 each, commencing January 24, 2016 through and including November 24, 2041

(the "Assigned Payments"). The Assigned Payments shall be delivered to J.G. Wentworth Originations, LLC ("JGW"), as the designated assignee of Seneca One, at the following address (the "Designated Address"):

J.G. Wentworth Originations, LLC
P.O. Box 83364
Woburn, MA 01813-3364

The Assigned Payments that are being transferred and assigned to JGW by way of this Order constitute only a portion of the payments due and owing from January 24, 2016 through and including November 24, 2041 (the "Term"). AGASC and/or AGLIC are not required to divide or split the payments due and owing during the Term. Therefore, Seneca One, JGW, and Rabtoy have agreed to, and the Court hereby approves, a payment servicing arrangement relative to said payments.

It is therefore ORDERED that AGASC and/or AGLIC shall pay and remit to JGW, and JGW shall receive from AGASC and/or AGLIC, 100% of each payment due and owing by AGLIC and AGASC during the Term that contains an Assigned Payment (the "Term Payments"). JGW shall retain the portion of each Term Payment that constitutes an Assigned Payment, and any previously assigned payment(s). JGW shall then promptly remit to Rabtoy the remaining un-assigned portion of each Term Payment, if any.

It is further ORDERED that AGLIC and AGASC shall discharge their obligation to make the Term Payments in question by paying and directing said payments to JGW and by doing so AGLIC and AGASC shall not have any liability to Rabtoy for the Term Payments. This Order in no way modifies or negates the ownership or control over the Annuity by AGLIC and/or AGASC.

It is further ORDERED that Seneca One, JGW, and their affiliates and successors in interest, shall defend, indemnify, and hold harmless AGLIC and AGASC, their successors and assigns, parents, affiliates, and subsidiaries, from and against any and all liability from all claims in connection with, related to, or in any way arising out of the issuance of the Term Payments to JGW, whether such claims are brought by Rabtoy (including Rabtoy's heirs, beneficiaries, and/or executors), or by any individual or entity to which Seneca One or JGW assigns or transfers the Assigned Payments or any portion thereof. To the extent that Seneca One and/or JGW fail to honor this indemnification and defense obligation, AGLIC and AGASC may, in addition to all other remedies available at law, satisfy the same by withholding to their credit any remaining Assigned Payments.

It is further ORDERED that neither the fact of the entry of this Order, nor any term or action taken hereunder, shall be admissible at any time in any action or proceeding for any purpose, except if required in connection with the enforcement of any party's rights hereunder.

It is further ORDERED that AGASC and AGLIC are hereby discharged from all liability for the Term Payments, as to all parties except JGW and its successors and/or assigns. This Order is entered without prejudice to the rights of AGASC and AGLIC and the Court makes no finding regarding the enforceability of any anti-assignment provisions contained in the Annuity contracts or related documents.

It is further ORDERED that the death of Rabtoy, prior to the due date of the last Term Payment, shall not affect the transfer of the Assigned Payments from Rabtoy to JGW, and Rabtoy understands that she is giving up her rights, and the rights of her heirs and/or successors, to the Assigned Payments.

It is further ORDERED that this Order shall be read in conjunction with prior order(s) of this or any other court transferring payments from the Annuity, and the payments transferred herein shall be in addition to payments transferred pursuant to any such prior order(s).

It is further ORDERED that this Order is a "Qualified Order" within the meaning of 26 U.S.C. § 5891, *et seq.* and finally disposes of all claims and all parties; all motions not specifically granted herein are DENIED.

SIGNED this 13 day of December, 2013.



Presiding Judge

STATE OF VERMONT

RUTLAND COUNTY, ss.
CIVIL DIVISION

SUPERIOR COURT
CIVIL ACTION NO.

STONE STREET CAPITAL, LLC,)
)
 Petitioner,)
)
 v.)
)
 BARBARA RABTOY,)
)
 Respondent.)

**PETITION FOR ORDER AUTHORIZING AND APPROVING
TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS**

EXHIBIT I

STATE OF VERMONT
BENNINGTON UNIT

SUPERIOR COURT
CIVIL DIVISION

IN RE: SENECA ONE, LLC & BARBARA
RABTOY

)
)
)
) CIVIL ACTION
) CASE NUMBER 112-3-14-BNCV
)
)
)

**ORDER APPROVING TRANSFER
OF STRUCTURED SETTLEMENT PAYMENT RIGHTS**

After a hearing and review of the Application for Order Approving Transfer of Structured Settlement Payment Rights (the "Petition"), the Court finds as follows:

1. Pursuant to 9 V.S.A. § 2480dd, this transfer is in the best interest of the payee, Barbara P. Ann Rabtory a/k/a Barbara P. A. Rabtoy a/k/a Barbara Rabtoy ("Rabtoy"), taking into account the welfare and support of her dependents, if any, and considering all relevant factors as stated in 9 V.S.A. § 2480dd(1)(A)-(D).

2. Rabtoy has been advised in writing by the transferee, Seneca One, LLC ("Seneca One") to seek independent professional advice regarding the transfer and has either received the advice or shown good cause as to why such advice is unnecessary, pursuant to 9 V.S.A. § 2480dd(2)(A)-(B).

3. Not less than ten (10) days prior to the date Rabtoy signed the Purchase Agreement, Seneca One provided Rabtoy a disclosure statement in bold type, in a size no smaller than fourteen (14) points, meeting the requirements of 9 V.S.A § 2480cc. A disclosure statement was also provided to Rabtoy in compliance with Section 141.001 *et seq.*, of the Texas Civil Practice and Remedies Code.

FILED

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VERMONT SUPERIOR COURT
BENNINGTON UNIT

4. Seneca One timely filed with the Court and served on all interested parties notice of the Proposed Transfer and the application for its authorization, in compliance with 9 V.S.A. § 2480ff(b).

5. The purchase agreement provides that if Rabtoy is domiciled in Vermont any disputes between the parties will be governed in accordance with the laws of Vermont and that the domicile state of Rabtoy is the proper venue to bring any causes of action arising out of a breach of the purchase agreement.

6. The Court finds that the transfer does not contravene any applicable Federal or State statute or an order of any court or other governmental authority, or responsible administrative authority, pursuant to 9 V.S.A. § 2480dd(3).

Based on the foregoing findings and being satisfied that the proposed transfer satisfies all applicable statutory requirements, including, 26 U.S.C. § 5891, *et seq.*, it is hereby

ORDERED that the Petition in GRANTED and APPROVED as follows:

Pursuant to 9 V.S.A. § 2480aa, of the Vermont Statutes Annotated, as well as Section 141:001 *et seq.*, of the Texas Civil Practice and Remedies Code, the assignment by Rabtoy to Seneca One of all of her rights, title, and interest in and to a certain structured settlement payment under annuity contract number 451,648 (the "Annuity") is hereby APPROVED.

It is further ORDERED that annuity owner, American General Annuity Service Corporation ("AGASC"), and annuity issuer, American General Life Insurance Company ("AGLIC"), are hereby directed, on the dates set forth therein, to deliver and make payable certain payments due under the Annuity, as follows:

- monthly payments of \$389.86 each, commencing January 24, 2015 through and including December 24, 2015;

- monthly payments of \$239.86 each, commencing January 24, 2016 through and including December 24, 2033; and
- monthly payments of \$1,239.86 each, commencing January 24, 2034 through and including April 24, 2041.

(the "Assigned Payments"). The Assigned Payments shall be delivered to J.G. Wentworth Originations, LLC ("JGW"), as the designated assignee of Seneca One, at the following address (the "Designated Address"):

J.G. Wentworth Originations, LLC
P.O. Box 83364
Woburn, MA 01813-3364

The Assigned Payments that are being transferred and assigned to JGW by way of this Order constitute only a portion of the payments due and owing from January 24, 2015 through and including April 24, 2041 (the "Term"). AGASC and/or AGLIC are not required to divide or split the payments due and owing during the Term. Therefore, Seneca One, JGW, and Rabtoy have agreed to, and the Court hereby approves, a payment servicing arrangement relative to said payments.

It is therefore ORDERED that AGASC and/or AGLIC shall pay and remit to JGW, and JGW shall receive from AGASC and/or AGLIC, 100% of each payment due and owing by AGLIC and AGASC during the Term that contains an Assigned Payment (the "Term Payments"). JGW shall retain the portion of each Term Payment that constitutes an Assigned Payment, and any previously assigned payment(s). JGW shall then promptly remit to Rabtoy the remaining un-assigned portion of each Term Payment, if any.

It is further ORDERED that AGLIC and AGASC shall discharge their obligation to make the Term Payments in question by paying and directing said payments to JGW and by doing so AGLIC and AGASC shall not have any liability to Rabtoy for the Term Payments. This Order in

no way modifies or negates the ownership or control over the Annuity by AGLIC and/or AGASC.

It is further ORDERED that Seneca One, JGW, and their affiliates and successors in interest, shall defend, indemnify, and hold harmless AGLIC and AGASC, their successors and assigns, parents, affiliates, and subsidiaries, from and against any and all liability from all claims in connection with, related to, or in any way arising out of the issuance of the Term Payments to JGW, whether such claims are brought by Rabtoy (including Rabtoy's heirs, beneficiaries, and/or executors), or by any individual or entity to which Seneca One or JGW assigns or transfers the Assigned Payments or any portion thereof. To the extent that Seneca One and/or JGW fail to honor this indemnification and defense obligation, AGLIC and AGASC may, in addition to all other remedies available at law, satisfy the same by withholding to their credit any remaining Assigned Payments.

It is further ORDERED that neither the fact of the entry of this Order, nor any term or action taken hereunder, shall be admissible at any time in any action or proceeding for any purpose, except if required in connection with the enforcement of any party's rights hereunder.

It is further ORDERED that AGASC and AGLIC are hereby discharged from all liability for the Term Payments, as to all parties except JGW and its successors and/or assigns. This Order is entered without prejudice to the rights of AGASC and AGLIC and the Court makes no finding regarding the enforceability of any anti-assignment provisions contained in the Annuity contracts or related documents.

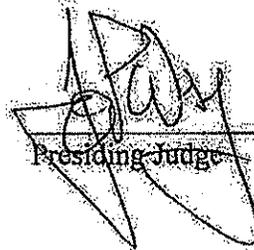
It is further ORDERED that the death of Rabtoy, prior to the due date of the last Term Payment, shall not affect the transfer of the Assigned Payments from Rabtoy to JGW, and

Rabtoy understands that she is giving up her rights, and the rights of her heirs and/or successors, to the Assigned Payments.

It is further ORDERED that this Order shall be read in conjunction with prior orders of this or any other court transferring payments from the Annuity, and the payments transferred herein shall be in addition to payments transferred pursuant to any such prior orders.

It is further ORDERED that this Order is a "Qualified Order" within the meaning of 26 U.S.C. § 5891, *et seq.* and finally disposes of all claims and all parties; all motions not specifically granted herein are DENIED.

SIGNED this 6th day of May, 2014.


Presiding Judge

STATE OF VERMONT

RUTLAND COUNTY, ss.
CIVIL DIVISION

SUPERIOR COURT
CIVIL ACTION NO.

STONE STREET CAPITAL, LLC,

Petitioner,

v.

BARBARA RABTOY,

Respondent.

**PETITION FOR ORDER AUTHORIZING AND APPROVING
TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS**

EXHIBIT J

STATE OF VERMONT
BENNINGTON UNIT

SUPERIOR COURT
CIVIL DIVISION

Catalina Structured Funding, Inc.,
Plaintiff,

v.

Barbara Rabtoy,
Defendant

)
)
)
) CIVIL ACTION
) CASE NUMBER 249-7-14-BNCV
)
)
)
)

**ORDER APPROVING TRANSFER
OF STRUCTURED SETTLEMENT PAYMENT RIGHTS**

After a hearing and review of the Application for Order Approving Transfer of Structured Settlement Payment Rights (the "Petition"), the Court finds as follows:

1. Pursuant to 9 V.S.A. § 2480dd, this transfer is in the best interest of the payee, Barbara P. Ann Rabtoy a/k/a Barbara P. A. Rabtoy a/k/a Barbara Rabtoy ("Rabtoy"), taking into account the welfare and support of her dependents, if any, and considering all relevant factors as stated in 9 V.S.A. § 2480dd(1)(A)-(D).

2. Rabtoy has been advised in writing by the transferee, Catalina Structured Funding, Inc. ("Catalina"), to seek independent professional advice regarding the financial advisability of the transfer and the other financial options available to her, if any, and Rabtoy has in fact received such advice, or shown that such advice is unnecessary for good cause shown, pursuant to 9 V.S.A. § 2480dd(2)(A)-(B).

3. Not less than ten (10) days prior to the date Rabtoy signed the purchase agreement, Catalina provided Rabtoy a disclosure statement in bold type, in a size no smaller than fourteen (14) points, meeting the requirements of 9 V.S.A. § 2480cc. A disclosure statement

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VERMONT SUPERIOR COURT
BENNINGTON UNIT

was also provided to Rabtoy in compliance with Section 141.001 *et seq.*, of the Texas Civil Practice and Remedies Code.

4. Catalina timely filed with the Court and served on all interested parties notice of the Proposed Transfer and the application for its authorization, in compliance with 9 V.S.A. § 2480ff(b).

5. The purchase agreement provides that if Rabtoy is domiciled in Vermont any disputes between the parties will be governed in accordance with the laws of Vermont and that the domicile state of Rabtoy is the proper venue to bring any causes of action arising out of a breach of the purchase agreement.

6. The Court finds that the transfer does not contravene any applicable statute or the order of any court or other governmental authority, pursuant to 9 V.S.A. § 2480dd(3).

7. Pursuant to 26 USC § 5891(b)(2)(A)(i) and (ii), the instant transfer (i) does not contravene any Federal or State statute or the order of any court or responsible administrative authority, and (ii) is in the best interest of Rabtoy, taking into account the welfare and support of Rabtoy's dependents.

Based on the foregoing findings and being satisfied that the proposed transfer satisfies all applicable statutory requirements, including, 26 U.S.C. § 5891, *et seq.*, it is hereby

ORDERED that the Petition is GRANTED and APPROVED as follows:

Pursuant to 9 V.S.A. § 2480aa, of the Vermont Statutes Annotated, as well as Section 141.001 *et seq.*, of the Texas Civil Practice and Remedies Code, the assignment by Rabtoy to Catalina of all of her rights, title, and interest in and to a certain structured settlement payment under annuity contract number 451,648 (the "Annuity") is hereby APPROVED.

It is further ORDERED that annuity owner, American General Annuity Service Corporation ("AGASC"), and annuity issuer, American General Life Insurance Company ("AGLIC"), are hereby directed, on the dates set forth therein, to deliver and make payable certain payments due under the Annuity, as follows:

- monthly payments of \$475.00 each, commencing January 24, 2016 through and including December 24, 2033

(the "Assigned Payments"). The Assigned Payments shall be delivered to J.G. Wentworth Originations, LLC ("JGW"), as the designated assignee of Catalina, at the following address (the "Designated Address"):

J.G. Wentworth Originations, LLC
P.O. Box 83364
Woburn, MA 01813-3364

The Assigned Payments that are being transferred and assigned to JGW by way of this Order constitute only a portion of the payments due and owing from January 24, 2016 through and including December 24, 2033 (the "Term"). AGASC and/or AGLIC are not required to divide or split the payments due and owing during the Term. Therefore, Catalina, JGW, and Rabtoy have agreed to, and the Court hereby approves, a payment servicing arrangement relative to said payments.

It is therefore ORDERED that AGASC and/or AGLIC shall pay and remit to JGW, and JGW shall receive from AGASC and/or AGLIC, 100% of each payment due and owing by AGLIC and AGASC during the Term that contains an Assigned Payment (the "Term Payments"). JGW shall retain the portion of each Term Payment that constitutes an Assigned Payment, and any previously assigned payments. JGW shall then promptly remit to Rabtoy the remaining un-assigned portion of each Term Payment, if any.

It is further ORDERED that AGLIC and AGASC shall discharge their obligation to make the Term Payments in question by paying and directing said payments to JGW and by doing so AGLIC and AGASC shall not have any liability to Rabtoy for the Term Payments. This Order in no way modifies or negates the ownership or control over the Annuity by AGLIC and/or AGASC.

It is further ORDERED that Catalina, JGW, and their affiliates and successors in interest shall defend, indemnify, and hold harmless AGLIC and AGASC, their successors and assigns, parents, affiliates, and subsidiaries, from and against any and all liability from all claims in connection with, related to, or in any way arising out of the issuance of the Term Payments to JGW, whether such claims are brought by Rabtoy (including Rabtoy's heirs, beneficiaries, and/or executors), or by any individual or entity to which Catalina or JGW assigns or transfers the Assigned Payments or any portion thereof. To the extent that Catalina and/or JGW fail to honor this indemnification and defense obligation, AGLIC and AGASC may, in addition to all other remedies available at law, satisfy the same by withholding to their credit any remaining Assigned Payments.

It is further ORDERED that neither the fact of the entry of this Order, nor any term or action taken hereunder, shall be admissible at any time in any action or proceeding for any purpose, except if required in connection with the enforcement of any party's rights hereunder.

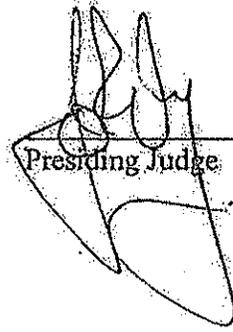
It is further ORDERED that AGASC and AGLIC are hereby discharged from all liability for the Term Payments, as to all parties except JGW and its successors and/or assigns. This Order is entered without prejudice to the rights of AGASC and AGLIC and the Court makes no finding regarding the enforceability of any anti-assignment provisions contained in the Annuity contracts or related documents.

It is further ORDERED that the death of Rabtoy, prior to the due date of the last Term Payment, shall not affect the transfer of the Assigned Payments from Rabtoy to JGW, and Rabtoy understands that she is giving up her rights, and the rights of her heirs and/or successors, to the Assigned Payments.

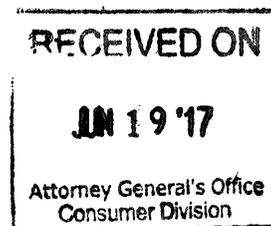
It is further ORDERED that this Order shall be read in conjunction with prior orders of this or any other court transferring payments from the Annuity, and the payments transferred herein shall be in addition to payments transferred pursuant to any such prior orders.

It is further ORDERED that this Order is a "Qualified Order" within the meaning of 26 U.S.C. § 5891, *et seq.* and finally disposes of all claims and all parties; all motions not specifically granted herein are DENIED.

SIGNED this 3 day of October, 2014.


Presiding Judge
John P. Wessely

WELLS LAW OFFICE
POST OFFICE BOX 250
WESTMINSTER, VERMONT 05158
TEL 802-722-4000
FAX 802-722-4005
WellsLawVt@aol.com



14 June 2017

Vermont Attorney General
109 State Street,
Montpelier, VT 05620 – 1001

CERTIFIED MAIL RETURN RECEIPT REQUESTED

RE:

Name of Case: JG Wentworth Originations LLC & James Stewart
Superior court of Vermont
Chittenden Unit – Civil Division
Docket Number: 387-4-17 Cncv

Dear Gentlemen/Ladies:

The court held a hearing on June 12, 2017 @ 1:00 P.M. at the Superior Court of Vermont, Chittenden Unit, Civil Division, 175 Main St., Burlington, VT. After taking evidence, the judge ordered the payee to obtain independent professional advice and to return after receiving such advice and to have his parole officer to appear with Mr. Stewart, The hearing is scheduled to resume on July 10, 2017 @ 10:00 am.

Should you have any questions at all about this process, please feel free to contact my office at the above number. I appreciate your time and consideration.

Sincerely

A handwritten signature in cursive script that reads "Timothy J. Wells".

Timothy J. Wells, Esq.

Subj: **Important Message about Docket No. 387-4-17 Cncv**
Date: 6/14/2017 10:24:10 A.M. Eastern Daylight Time
From: JUD.AutomatedCourtEmail@vermont.gov
To: WellsLawVt@aol.com, wellslawvt@comcast.net
Vermont Superior Court
Chittenden Civil Division
175 Main Street, PO Box 187
Burlington, Vermont 05401
Civil (802)863-3467
www.VermontJudiciary.org

June 14, 2017

NOTICE OF HEARING

RE: JG Wentworth Originations, LLC vs. Stewart

Docket No. 387-4-17 Cncv

This is to notify you to appear at the Court named above in connection with the above named case for the following:

Other

Monday July 10, 2017 at 10:00 AM Hearing Length: 0 Hour(s) 30 Minute(s)

Follow-up Hearing;

Civil Division Clerk

Any individual with a disability requiring assistance accessing the services, programs, and/or activities at the Courthouse should contact the Clerk's office at the above address for further assistance.

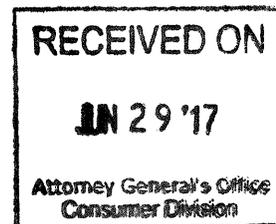
Notifications:

Timothy J. Wells, Attorney for Plaintiff, JG Wentworth Originations, LLC
Court Case File

If you received this message in error, please reply to [Automated Email Coordinator](#)

For all other assistance, please contact the court shown above.

WELLS LAW OFFICE
POST OFFICE BOX 250
WESTMINSTER, VERMONT 05158
TEL 802-722-4000
FAX 802-722-4005



26 June 2017

Vermont Attorney General's Office
109 State Street
Montpelier, Vermont 05609-1001

**RE: Application for Approval of Transfer of Structured Settlement Payments by
and between JG Wentworth Originations LLC and Shane Larock**
CERTIFIED MAIL RETURN RECEIPT REQUESTED

Superior court of Vermont, Chittenden Unit – Civil Division
Docket Number: 564-6-17 Cncv

Dear Gentlemen/Ladies:

I represent JG Wentworth Originations LLC pursuant to applicable statutes, please accept this letter for filing notice that the above named has applied for a transfer of structured settlement payments to my client. Enclosed you will find a copy of the Amended Application for filing pursuant to 9 VSA §2480ff(c). Also I have enclosed a copy of the hearing notice.

Should you have any questions at all about this process, please feel free to contact my office at the above number. I appreciate your time and consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "T. Wells".

Timothy J. Wells, Esq.

STATE OF VERMONT
CHITTENDEN UNIT

SUPERIOR COURT
CIVIL DIVISION

In re:
JG Wentworth Originations LLC
Applicant -Transferee.

And

Shane LaRock
Payee - Transferor

)
)
)
) Docket # 564 -6-17 Cncv
)
)

NOTICE OF HEARING DATE and DEADLINES

TO the following:

Symetra Life Insurance Company
777-108th Avenue NE, SC-4
Bellevue, WA 98004-5135
Attn: Legal Dept./Structured Settlements

Symetra Assigned Benefits Service Company
777-108th Avenue NE, SC-4
Bellevue, WA 98004-5135

Shane LaRock

Vermont Attorney General's Office
109 State Street
Montpelier, Vermont 05609-1001

Vermont Office of Child Support
180 State Drive NOB1
Waterbury, Vermont 05671-1060

Vermont Department of Taxes
Attn: Will S. Baker, Esq.
PO Box 429
133 State Street
Montpelier, VT 05633-1401

VERMONT SUPERIOR COURT
FILED

JUN 20 2017

CHITTENDEN UNIT

PLEASE TAKE NOTICE that on the following date and time the Application for Approval of Structured Settlement Payment Rights by and between the above named shall be heard:

BEFORE: Presiding Superior Court Judge

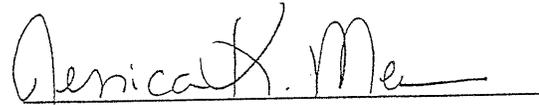
PLACE: Vermont Superior Court
Chittenden Civil Division
PO Box 187
175 Main St.
Burlington, Vermont 05401
(802) 863-3467

DATE: August 10, 2017

TIME: 1:00 PM

Any interested parties shall have the right to file a response to said application. Any interested party is further advised that it is entitled to support, oppose, or otherwise respond to the application, by attending the hearing either in person or by counsel, by submitting written comments to the Court and applicant's counsel (Wells Law Office PO Box 250 Westminster, VT 05158 WellsLawVt@aol.com) prior to the hearing, or by otherwise participating in the hearing. Written responses to the application may be filed with the Court, with copies to counsel, at any time until five (5) days prior to the hearing date, in order to be considered by the Court.

Dated this 20th day of June 2017.



Court Clerk's Office

STATE OF VERMONT
CHITTENDEN UNIT

SUPERIOR COURT
CIVIL DIVISION

In Re:

JG Wentworth Originations, LLC
Applicant - Transferee. -

DOCKET NUMBER: 564-6-17 Cncv

and

Shane LaRock
Payee - Transferor, -

AMENDED APPLICATION FOR APPROVAL OF THE TRANSFER OF STRUCTURED SETTLEMENT
PAYMENT RIGHTS BY AND BETWEEN PAYEE AND APPLICANT TRANSFEREE ABOVE NAMED

COMES NOW, the Applicant Transferee and pursuant to 9 VSA 2480aa, et seq., files this amended Application seeking approval of certain structured settlement payment rights, and in support thereof, states as follows:

1. This Application is filed pursuant to 9 VSA 2480aa, et seq. (the Vermont Transfer Act), seeking court approval of the transfer of a structured settlement payment right.
2. Shane LaRock (the "Transferor" "Payee") is domiciled in Vermont and resides in the county in which the above captioned Superior Court, Civil Division is located. The Applicant, transferee above named, is a Nevada limited liability company with an address of 3993 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89169-6754.
3. The annuity issuer, Symetra Life Insurance Company, 777-108th Avenue NE, SC-4 Bellevue, WA 98004-5135, is a corporation, which is domiciled in Washington and the annuity obligor, Symetra Assigned Benefits Service Company, 777-108th Avenue NE, SC-4 Bellevue, WA 98004-5135 is a corporation, which is also domiciled in Washington.
4. As a result of the settlement of a personal injury claim (hit by taxi), the Payee is entitled to receive certain structured settlement payments. The terms of the settlement provide that the Payee is to receive periodic sum payments. The "Periodic Payments").
5. In order to fund its obligation to make the settlement payments to the transferor, the Structured Settlement Obligor, Symetra Assigned Benefits Service Insurance

Company purchased a commercial annuity from Symetra Life Insurance Company (the "Annuity Issuer"), bearing contract Number AA0689270 (the "Annuity").

6. Federal law as codified in 26 USC § 5891 et. seq. requires that in order to avoid the imposition of a 40% excise tax, the transfer of structured settlement payments rights must be approved by a Qualified Order. Federal law defines a Qualified Order as, in pertinent part, the order of a court issued by the state where the payee, resides provided that such state has adopted a structured settlement transfer statute which in this case is Vermont.

7. Vermont has adopted a structured settlement transfer statute i.e. 9 VSA §2480aa et seq.

8. The payee, desiring to receive an immediate net lump sum payment of \$17,000.00, agreed to transfer to the applicant transferee, or its assigns, the right to receive the following payments:

A) 1 payment of \$35,000.00 on June 22, 2022; (The "Assigned Payment").

9. The Transferor has completed and executed a Purchase Agreement (the "Transfer Agreement" as defined by the Transfer Act). A True copy the Transfer Agreement is attached hereto as Exhibit "A" and incorporated by reference herein in its entirety.

10. The Applicant Transferee above named timely provided to Transferor the required disclosures. A true and correct copy of the Disclosure Statement is attached hereto as Exhibit "B" and incorporated herein by reference in its entirety. The form, content, and typeface of the Disclosure Statement meet all of the requirements set forth in the Transfer Act.

11. The Transferor has established and verifies that the transfer is necessary, fair, reasonable, and appropriate, and in the best interests of the Transferor and the transferor's dependents if any taking into account the welfare and support of the payee's dependents if any, considering all relevant factors,

including:

(A) the payee's ability to understand the financial terms and

consequences of the transfer;

(B) the payee's capacity to meet his or her financial obligations,

including the potential need for future medical treatment;

(C) the need, purpose, or reason for the transfer; and

(D) whether the transfer is fair and reasonable, considering the discount rate used to calculate the gross advance amount, the fees and expenses imposed on the payee, and whether the payee obtained more than one quote for the same or a substantially similar transfer.

The interests of the Transferor and the transferor's dependents if any would be better served with an immediate transfer of these funds and it is not expected to subject the Transferor and the transferor's dependents if any to undue or unreasonable financial hardship in the future.

12. The transferor was advised in writing by transferee to seek independent professional advice regarding the financial advisability of the transfer and the other financial options available to the payee, if any, and that the payee has in fact received such advice; or such advice is unnecessary for good cause. See "Statement of Professional Representation" attached hereto as Exhibit "C."

13. The transfer complies with all requirements of the Transfer Act and will not contravene other applicable law, statute or order of any court or other governmental authority.

14. List of transferor's dependents and their ages:

The transferor is single and has the following dependents;

See List of dependents and ages attached hereto as Exhibit "D" and incorporated herein by reference in its entirety.

a. Lyla Larock child 15 months old.

15. Prior Transfers:

To the best of the transferee's knowledge after making a reasonable inquiry to the payee, the structured settlement obligor, and the annuity issuer, there have been the following:

A. Prior applications were denied in the within court on 6/4/2013 docket 363-4-16 Cncv and on 12/14/2010 in Cause 10-2-202719-7SEA, King County Washington.

B. Prior application approved on 1/18/17 docket 1011-11-16 Cncv the transfer of \$27,000.00 due 6/22/22 for the consideration of \$12,000.00.

PURCHASE CONTRACT

This is a Purchase Contract ("Contract") for the sale of structured settlement payments between Shane LaRock (You, Your), and J.G. Wentworth Originations, LLC (We, Us, Our) 3993 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89169-6754.

BACKGROUND

- A. In connection with the resolution of a personal injury claim, You or someone acting for You, signed a Settlement Agreement that entitles You to receive certain future payments ("Settlement Payments"), according to a set schedule.
- B. Those Settlement Payments are being paid to You from an annuity policy ("Annuity Policy") purchased by the Person responsible for making the Settlement Payments to You ("Obligor").
- C. Rather than wait for the Settlement Payments to be made to You in the future, You want to sell all or some of those Settlement Payments ("Purchased Payments") to Us now for a lump sum.
- D. **THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH YOU SHOULD READ CAREFULLY, AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW DISPUTES BETWEEN YOU AND US ARE RESOLVED.**

DEFINED WORDS

Certain words used in this Contract have specific meanings, shown below.

- Affiliate** An entity controlled by, controlling, or under common control with, another entity.
- Annuity Policy** The policy purchased by the Obligor to ensure that the Settlement Payments are made to You as required by the Settlement Agreement.
- Closing Documents** Any documents necessary to carry out the purchase of the Purchased Payments, other than the "Contract or Contract Documents" as defined below.
- Contract or Contract Documents** Collectively, only this Contract and the Disclosure Statement.
- Contract Date** The date Your signature at the end of this Contract is E-signed and date stamped. However, if You happen to sign this Contract before the number of days stated at the end of Your Disclosure Statement for waiting has passed, You will have no obligation under Your Contract until that time has passed.
- Court Order** A legally binding ruling issued by a judge or properly empowered administrative officer, approving the sale of the Purchased Payments to Us ("Court Approval").
- Disclosure Statement** The document which identifies for You, the Purchased Payments, expenses, Purchase Price and various other disclosures.
- Encumbrance** Any claim, right, lien, policy loan, or restriction. In addition, this includes any limits on rights of ownership (such as the use, voting, transfer, receipt of income, etc.).
- Funding Date** The date We pay You the Net Purchase Price.
- Issuer** The insurance company that issued the Annuity Policy.

A

Obligor	The Person who is obligated to make payments to You under the Settlement Agreement.
Party	One of You or Us. Parties means both You and Us.
Person	Any natural person or legal entity.
Purchased Payments	Only those certain payments that We are purchasing from You under this Contract.
Purchase Price:	
Gross Purchase Price	The amount shown as the "gross amount payable to the seller (You)" on the Disclosure Statement. This is the sum We have agreed to pay You <i>before</i> any deductions as set forth in the Contract Documents.
Net Purchase Price	The amount shown as the "net amount payable to the seller (You)" on the Disclosure Statement. This is the sum We have agreed to pay You <i>after</i> any deductions as set forth in the Contract Documents.
Settlement Agreement	The agreement that You and the Obligor signed to resolve Your personal injury claim.
Settlement Payments	All of the payments that the Obligor has agreed to make to You in the Settlement Agreement.
We, Our, or Us	J.G. Wentworth Originations, LLC, along with any of its successors, assigns, and designees. Some of the Contract Documents or Closing Documents may refer to Us as the purchaser.
You or Your	The Person named on this Contract's first page. Some of the Contract Documents or Closing Documents may refer to You as the seller.

You and We agree as follows:

1. SALE OF THE PURCHASED PAYMENTS

- A. Upon the signing of this Contract and subject to certain conditions including Court Approval, You sell, transfer and assign to Us the right to receive the Purchased Payments specifically identified in the Disclosure Statement.
- B. We will pay You the Net Purchase Price as agreed to in the Contract Documents, subject to certain conditions, including meeting Our underwriting requirements, Court Approval and satisfactory completion of the Closing Documents. We will do this in exchange for You:
- selling the Purchased Payments to Us;
 - changing the beneficiary of the Annuity Policy to Your estate and not changing it again until We have been paid all of the Purchased Payments;
 - having any current beneficiaries waive their rights to the Purchased Payments; and
 - fulfilling Your promises under this Contract.
- C. If We are buying only a portion of Your payments, this will have no effect upon Your rights in the unsold portion. You will continue to receive the unsold portion unless You have already sold or encumbered that portion. However, sometimes the Issuer, the Obligor or the court may require Us to receive the entire amount of Your payment. If so, We will then forward the portion of the payment still due to You and You hereby agree to this payment servicing arrangement.

2. PURCHASE PRICE

- A. The Gross and Net Purchase Prices are shown on the Disclosure Statement and are fair and acceptable to You and Us.

- B. We will pay You the Net Purchase Price in the manner You designate for Us.
- C. Before we pay You, You agree that We will adjust for the following amounts, *if applicable*:
- Purchased Payments Owed to Us – The Issuer may have already paid You some of the Purchased Payments before We have paid You for them. If that happens, We will deduct the amount of those Purchased Payments.
 - Holdbacks – Due to possible delays in the Issuer beginning to make the Purchased Payments to Us instead of You, We will hold back an amount equal to any Purchased Payments that the Issuer owes Us post Court Approval, that are due within 90 days of the Funding Date. If We subsequently receive those particular Purchased Payments directly, We will return the amount of any related holdback to You.
 - Payment of Debts Owed – If You owe any past due child support, bankruptcy payoffs or taxes, or have any judgments or liens against You or Your assets, We may pay those amounts and deduct them from the amount We pay You, and You hereby provide Us with specific authority to take such action. We will provide You with notice of the amounts that We are going to pay, prior to actual payment.
- D. If any Purchased Payments are mistakenly sent to You after We have paid You for them, You will immediately contact Us. If We then determine that any deductions or holdbacks as set forth above are not enough to reimburse Us, We will advise You of the amount You owe Us. You agree to immediately send that amount to Us by bank or certified check.

3. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to Us the following:

- A. You understand that **THIS IS A SALE AND NOT A LOAN.**
- B. The Annuity Policy is in full force, You are the sole and undisputed recipient of the right to the Purchased Payments, have the right to sell them free and clear of any Encumbrances and have not previously sold any of the Purchased Payments to any other Person.
- C. You understand that Court Approval is required for this purchase; and You agree to fully cooperate with Us to obtain that approval.
- D. You gave Us all requested information and signed all documents necessary to complete the purchase. Every statement made by You in the Contract Documents and Closing Documents is true and complete.
- E. No law, divorce decree or other legal obstacle:
- requires You to keep the Purchased Payments for the benefit of a current or former spouse, dependent children, or other person; or
 - legally prevents You from contracting with Us, selling the Purchased Payments or changing the Annuity Policy's beneficiary.
- F. Either:
- You have never filed for bankruptcy, will not do so before the Funding Date and there are no lawsuits or efforts by any of Your creditors to put You into bankruptcy or take any of the Purchased Payments; or
 - If You filed for bankruptcy, the Purchased Payments were not subject to the claims of Your creditors. You will give Us a copy of any of Your bankruptcy documents that We request including evidence of a final bankruptcy payoff or case closing, if any.
- G. We can rely on Your representations, warranties, and promises in this Contract. These representations, warranties, and promises are for Our benefit and the benefit of any future owners of the Purchased Payments. You understand that Our reliance on any intentional misrepresentation by You may result in Our enforcing Our rights against You in court.

- H. You had enough time to consider the sale of the Purchased Payments, understand the terms of the Contract Documents and Closing Documents (including the arbitration provision), are of legal contracting age and sound mind, not under the influence of drugs or alcohol, and freely and voluntarily, enter into this Contract and agree to all of its terms.
- I. You were advised by Us to obtain independent legal advice and professional tax advice about the sale of the Purchased Payments and to have those advisors review the terms and legal, tax and other effects of this Contract with You prior to Your execution of this Contract. You have also explored all appropriate financial options before entering into this transaction.
- J. We did not provide tax, financial, or legal advice to You about this Contract and have advised You that We may not refer You to any specific attorney for such purpose.
- K. If You are married, Your spouse understands all of the terms and conditions of this Contract including, but not limited to the fact that, after the Funding Date, You (and Your spouse) will not receive the same amount of money on the same payment schedule as You would have received under the Annuity Policy. Your spouse has been provided with all information relating to the transaction and has had every opportunity to review the terms of the transaction and to seek any advice relating thereto. Your Spouse also understands that he or she will be giving up any property or contract rights that he or she may have in the Purchased Payments.
- L. We may sell, transfer, or assign Our right to the Purchased Payments in a sale, securitization, or other financing transaction (resale). Any resale would involve disclosing certain information about You (including Your personal information) to the parties to a resale.
- M. Any future owner of the right to the Purchased Payments will have all of the same rights We have, including the right to the duties You owe Us under this Contract. This includes the right to make a claim against You for violating any of the representations, warranties, or promises You made in this Contract.

4. YOUR PROMISES TO US

Before and after the Funding Date:

- A. You will tell us right away if Your address or telephone number changes and do everything necessary, including completing and signing all documents to:
- sell the right to the Purchased Payments to Us;
 - change the beneficiary as required by this Contract; and
 - correct any documentation errors in the Contract Documents or Closing Documents.
- B. You will also tell Us if any of the following occurs:
- a violation of this Contract; or
 - anything that could negatively affect the Annuity Policy, the Purchased Payments, or this Contract.
- C. You will not:
- agree to sell the Purchased Payments to any Person other than Us;
 - change the Annuity Policy's beneficiary to any Person other than Your estate until We have collected all of the Purchased Payments; or
 - withdraw cash from, borrow against, or change the Annuity Policy.
- D. You will give Us information necessary to update Your representations, warranties, and promises in this Contract. You will also update any documents and information so they will be true and complete on the Funding Date.

- E. We are now, and will continue in the future, to rely on the representations and warranties You have given Us. We will confirm the accuracy of Your representations and warranties. You must cooperate with this confirmation and provide complete access to any information We believe necessary.
- F. You agree that updating representations, warranties, promises, documents and other information will not cure a breach of any representation or warranty made by You that was not true and complete.
- G. You agree that Our obligation to You under this Contract is strictly limited to the requirement to pay You what We owe You under the terms of this Contract, after receipt and approval of the Closing Documents, final underwriting approval and Court Approval. Under no circumstances will We be liable for any consequential damages.
- H. You hereby appoint Us and any of Our designees, with full power of substitution as your Attorney in Fact, to act in Your name and place for the purpose of assigning and transferring ownership of any and all right, title and interest that You have in the Purchased Payments and for Us to obtain all benefits contemplated by this transaction. You also give Us full authority to act in any way proper and necessary to exercise this Attorney in Fact appointment including, but not limited to: (1) negotiating, endorsing and executing checks, drafts and other instruments in Your name; and (2) instituting, maintaining, compromising, settling and terminating any litigation or other proceedings related to the Purchased Payments. This power of attorney is coupled with an interest and shall survive death or disability.

5. CANCELLATION BY US

We may cancel this Contract before the Funding Date if:

- A. You breach any representation, warranty, or promise in any Contract Documents or Closing Documents.
- B. The petition for the Court Order is contested, opposed, or not approved.
- C. We are sued or threatened with a lawsuit or an arbitration about this Contract or the Annuity Policy.
- D. There is any threatened, pending, or final action, or change in law or rule challenging the legality of, or negatively affecting this transaction.
- E. You file for, or are forced into bankruptcy.
- F. You die.
- G. Final approval has not been given by Our underwriting department.
- H. The Purchase Contract is not signed by You and received back by Us by July 30, 2017.
- I. A major rating agency downgrades the Issuer's credit rating.
- J. The Issuer is, or becomes insolvent, or under regulatory supervision.
- K. With respect to A through J above, to the extent permitted by applicable law, the arbitration provision in Section 9 of this Contract shall survive the termination, cancellation or rescission of this Contract.

6. CANCELLATION BY YOU

- A. (1) YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS AFTER THE DATE YOU RECEIVE PAYMENT HEREUNDER FROM US. IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, YOU MUST SEND A NOTICE POSTMARKED AT ANY TIME WITHIN FIVE BUSINESS DAYS AFTER YOU RECEIVE PAYMENT HEREUNDER FROM US (This is the rescission period).

(2) YOUR NOTICE IS TO BE SENT EITHER BY CERTIFIED OR REGISTERED MAIL (RETURN RECEIPT REQUESTED) OR FEDEX OR ANOTHER MAJOR OVERNIGHT DELIVERY SERVICE. THE

NOTICE MUST INCLUDE A BANK OR CERTIFIED CHECK MADE PAYABLE TO US, IN THE FULL AMOUNT RECEIVED BY YOU. YOUR NOTICE MUST BE SENT TO:

J.G. Wentworth Originations, LLC
Attention: Manager of Operations
3993 Howard Hughes Parkway, Suite 250
Las Vegas, NV 89169-6754

- B. GEORGIA RESIDENTS: YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO 5:00 P.M. OF THE TWENTY-FIRST DAY FOLLOWING RECEIPT OF THE ENCLOSED "NOTICE OF CANCELLATION RIGHTS" FORM, OR AT THE HEARING ON THE APPLICATION FOR AUTHORIZATION OF A TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS, OR AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS AFTER YOU RECEIVE PAYMENT HEREUNDER FROM US, WHICHEVER EVENT OCCURS LAST (This is the Georgia rescission period). IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, YOU MUST SIGN THE ENCLOSED "NOTICE OF CANCELLATION RIGHTS" FORM AND MAIL OR DELIVER IT TO US AS SPECIFIED IN THAT NOTICE AND YOU MUST RETURN ALL AMOUNTS (PURCHASE PRICE OR OTHERWISE) RECEIVED BY YOU ACCORDING TO THE REQUIREMENTS OF 6 (A) (2) ABOVE.
- C. WEST VIRGINIA RESIDENTS: IN ORDER FOR YOUR CANCELLATION TO BE EFFECTIVE, YOUR NOTICE CAN BE SUBMITTED VIA PHONE, MAIL, OR FACSIMILE. ANY AMOUNTS ADVANCED BY US IN CONTEMPLATION OF THE TRANSFER SHALL BE IMMEDIATELY REFUNDED TO US. IF YOU DISMISS YOUR ACTION AFTER APPOINTMENT OF A GUARDIAN AD LITEM, OR RESCIND YOUR TRANSFER AGREEMENT (PURCHASE CONTRACT) WITHIN THE RESCISSION PERIOD IN 6(A) (1) ABOVE, YOU SHALL BE RESPONSIBLE FOR THE FILING FEE AND ANY GUARDIAN AD LITEM FEES.
- D. With respect to A through C above, to the extent permitted by applicable law, the arbitration provision in Section 9 of this Contract shall survive the termination, cancellation or rescission of this Contract.

7. NOTICES

- A. All notices about this Contract must be in writing.
- B. All notices must be sent either by: (1) certified or registered mail (return receipt requested); or (2) FedEx or another major overnight delivery service with a delivery tracking system and are considered given when delivered as follows: If to You: to the most recent address for You listed in Our files. If to Us: to the address listed in Section 6(A) (2) of this Contract.

8. EVENTS OF DEFAULT

You will be in default if You:

- A. fail to comply with any terms or conditions of this Contract; or
- B. breach any of Your representations, warranties and promises in this Contract.

If You are in default, even if You have not rejected the arbitration provision (see Section 9 of this Contract), We have the right to enforce Our rights against You in court to make You perform Your promises or to get money from You. If We sue You in court in connection with a Claim that is subject to arbitration under the arbitration provision in Section 9 of this Contract, and You have not rejected the arbitration provision, You will have the option of remaining in court or seeking to compel arbitration of that Claim under the terms of the arbitration provision.

9. ARBITRATION PROVISION

To the extent permitted by applicable law, You and We agree to the following arbitration provision.

YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION PROVISION AS SET FORTH BELOW. If You do not reject this arbitration provision and a Claim is arbitrated, You will not have the right to: (1) have a court or a jury decide the Claim; (2) engage in information gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

Claims Subject to Arbitration. A "Claim" subject to arbitration is any claim, dispute or controversy between You and Us (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present or future, which arises out of, or relates to the Contract, the negotiations related thereto, the breach thereof or any other transaction conducted with us in connection with the Contract. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and includes claims for money damages and injunctive or declaratory relief. Upon the demand of You or Us, Claim(s) will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this arbitration provision.

Special Definitions. Solely for purposes of this arbitration provision, in addition to the meanings set forth in this Contract: (1) "We," "Us" and "Our" also (a) refer to Our employees, officers, directors, parents, controlling persons, subsidiaries and affiliates and (b) apply to third parties if You assert a Claim against such third parties in connection with a Claim you assert against Us; and (2) "You" or "Your" also refer to Your current or former spouse(s), children, heirs, estate, executors, successors, assigns, representatives and beneficiaries.

Excluded Claim or Proceeding. Notwithstanding the foregoing, "Claim" does not include any dispute or controversy about the validity, enforceability, coverage or scope of this arbitration provision or any part thereof (including, without limitation, the "Class Action Waiver" set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the Contract as a whole is for the arbitrator, not a court, to decide. In addition, We will not require You to arbitrate any individual action brought by You in small claims court or Your state's equivalent court, unless such action is transferred, removed, or appealed to a different court.

Federal Arbitration Act. Notwithstanding any other provision in this Contract, You and We agree that this Contract evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of the state of Your domicile (where You regularly reside on the Contract Date) shall apply.

Class Action Waiver. Notwithstanding any other provision of this Contract, if a Claim is arbitrated, neither You nor We will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other Persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision (provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including You. This means that We will not have the right to compel arbitration of any claim brought by such an agency). The Class Action Waiver is nonseverable from this arbitration provision. If the Class Action Waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver.

Arbitration Procedures. If You or We seek to arbitrate a Claim, the Party seeking arbitration must notify the other Party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit, such as a motion to compel arbitration. Otherwise, Your notice must be sent to Us at the address specified in Section 6 (A) (2) of this Contract and Our notice must be sent to the most recent address for You in our files. Any arbitration hearing that You attend will take place in a venue of Your domicile. If a Party files a lawsuit in court asserting Claim(s) that are subject to arbitration, and the other Party files a motion to compel arbitration with the court, which is granted, it will be the responsibility of the Party prosecuting the Claim(s) to select an arbitration administrator in accordance with the paragraph below and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

The arbitration will be administered by the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 1-800-778-7879 or JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, 1-800-352-5267. The rules and forms of the AAA and JAMS may be obtained by writing to these organizations at the addresses listed above. If the AAA and JAMS are unable or unwilling to serve as administrator, the Parties may agree upon another administrator or, if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all Parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this arbitration provision. In the event of a conflict between the provisions of this arbitration provision, on the one hand, and other provisions of this Contract or any applicable rules of the AAA or JAMS or other administrator used, on the other hand, the provisions of this arbitration provision shall control.

A single arbitrator will be appointed by the administrator and must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. The arbitrator will honor statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator will follow this Contract and the applicable substantive law, consistent with the FAA and this Contract, that would apply if the matter had been brought in court. At Your written request, we will pay all filing, hearing and/or other fees charged by the administrator and arbitrator to You for Claim(s) asserted by You in arbitration after You have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which You reside. (If You have already paid a filing fee for asserting the Claim(s) in court, You will not be required to pay that amount again). In addition, the administrator may have a procedure whereby You can seek a waiver of fees charged to You by the administrator and arbitrator. We will always pay any fees or expenses that We are required to pay by law or the administrator's rules or that We are required to pay for this arbitration provision to be enforced. The arbitrator will have the authority to award attorneys' and expert witness fees and costs to the extent permitted by this Contract, the administrator's rules or applicable law. The arbitrator will always award You reasonable attorneys' and expert witness fees and costs (a) if and to the extent You prevail on Claims you assert against Us in an arbitration commenced by You and (b) to the extent required under applicable law for this arbitration provision to be enforced. The arbitrator shall write a brief explanation of the grounds for the decision. A judgment on the award may be entered by any court having jurisdiction.

Severability and Survival. If any part of this arbitration provision, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. To the extent permitted by applicable law, this arbitration provision shall survive the termination, cancellation or rescission of this Contract.

Effect of Arbitration Award. The arbitrator's award shall be final and binding on all Parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either Party exceeding \$50,000, any Party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing Party. The decision of the panel shall be by majority vote. Reference in this arbitration provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph titled "Arbitration Procedures." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

Right to Reject Arbitration Provision. You may reject this arbitration provision by sending Us written notice of Your decision so that We receive it at the address listed below within forty-five (45) days of the Contract Date. Such notice must be sent by certified or registered mail (return receipt requested) or by FedEx or another major overnight delivery service with a delivery tracking system; must include a statement that You wish to reject the arbitration provision along with Your name, address, Account I.D. number and Your signature; and must be delivered to Us at the address specified in Section 6 (A) (2) of this Contract. This is the sole and only method by which You can reject this arbitration provision. Upon receipt of a rejection notice, We will reimburse You for the standard cost of a certified or registered letter or overnight delivery. Rejection of this arbitration provision will not affect any other terms of this Contract and will not result in any adverse consequence to You. You agree that Our business records will be final and conclusive with respect to whether You rejected this arbitration provision in a timely and proper fashion. This arbitration provision will apply to You and Us unless you reject it by providing proper and timely notice as stated herein.

10. MISCELLANEOUS

- A. You give Us permission to conduct background checks on You, including obtaining information from the credit bureaus, in order to verify Your legal residence, contact information, and any other information We deem necessary for this transaction. We can also search records for UCC filings, bankruptcy filings, judgments, liens and child support obligations against You.
- B. This Contract is the entire agreement between You and Us.
- C. If there is more than one of Us or You, this Contract applies to all of those people together, and to each of them on their own.
- D. Both Parties must agree in writing to any change to this Contract or waiver of its terms.
- E. Except as set forth in the arbitration provision in Section 9 of this Contract, if a court undoes any part of this Contract, the rest of the Contract remains valid.
- F. You cannot voluntarily or involuntarily sell, assign, or transfer this Contract, or any of Your rights or duties under this Contract. Any such action taken by You in violation of this section shall be void and of no effect.
- G. Except as otherwise required by applicable law, the law of the state of Your domicile (where You regularly reside on the Contract Date) will govern this Contract and disputes under this Contract shall be determined in Your domicile State (where You regularly reside on the Contract Date).
- H. This Contract also holds responsible Your heirs, and executors. This Contract benefits only You and Us, and no one else. However, if properly assigned by Us, this Contract will bind and benefit Our successors and assigns.
- I. Failure to enforce any provision of this Contract is not a waiver of that provision.
- J. The Parties may sign this Contract in one or more counterparts. Each counterpart will be considered an original. All counterparts will form one Contract. A facsimile, pdf or other electronic copy of the signed Contract or any counterpart will be considered an original and treated as such in any court [or arbitration] proceeding.
- K. We have investigated the proposed transfer of the Purchased Payments and, in light of information available to Us, have identified no violation of any applicable state or federal law.
- L. You will not receive an IRS Form 1099 from Us.
- M. Titles and headings in this Contract are for convenience only. Do not use them to interpret this Contract.
- N. Except as otherwise set forth in this Contract (including the arbitration provision in Section 9 of this Contract), You and We will pay our respective costs and expenses in carrying out this Contract.
- O. You give Us permission to request from our Affiliates information and documentation You have previously provided to them which we deem necessary for this transaction, including, bankruptcy filings, judgments, settling documents, annuity documents, liens, child support obligations, divorce documents.

You and We, intending to be legally bound, have signed this Contract as of the Contract Date below, and agree to all of its terms and conditions, including the arbitration provision.

By signing below, You also acknowledge that You were advised by Us in writing, that You should obtain independent legal advice and professional tax advice about the sale of the Purchased Payments and to have those advisors review with You, the terms and legal, tax and other effects of this Contract.

SELLER:

DocuSigned by:

Shane LaRock

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Shane LaRock

6/15/2017

Date



SELLER'S SPOUSE (if applicable)



Spouse

Date

US: J.G. Wentworth Originations, LLC

Lori L. Borowski

BY:

Lori Borowski, Vice President

June 5, 2017

VERMONT
DISCLOSURE STATEMENT

We will purchase the following payments (Purchased Payments) from You:

A) 1 payment of \$35,000.00 on June 22, 2022

(The remainder of the page intentionally left blank)

B W

The aggregate amount of the Purchased Payments is \$35,000.00.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 2.40% is \$31,051.91. The discounted present value is the calculation of the current value of the transferred structured settlement payments (Purchased Payments) under federal standards for valuing annuities.

The gross amount payable to seller (You) is \$17,000.00.

No other expenses are incurred by You.

The net amount payable to the seller (You) is \$17,000.00.

Based on the net amount that You will receive in payment from Us and the amounts and timing of the structured settlement payments that You are selling to Us, this is the equivalent of interest payments to Us at a rate of 15.38% per year. PLEASE NOTE THAT THIS IS NOT A LOAN, BUT A SALE OF PAYMENT RIGHTS AND THE INTEREST FIGURE IS ONLY PROVIDED AS AN ILLUSTRATION OF THE ECONOMIC IMPACT OF THE SALE.

Notice of Cancellation Rights:

You may cancel without penalty or further obligation, not later than the fifth business day after Your receipt of payment from Us under the transfer agreement (Purchase Contract).

Please be advised there are no penalties or liquidated damages payable by You in the event of any breach of the transfer agreement (Purchase Contract) by You.

By signing below, You are confirming receipt of this Disclosure Statement at least 10 days prior to You executing the transfer agreement (Purchase Contract).

DocuSigned by:

Shane Larock

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SHANE LAROCK

WASHINGTON
DISCLOSURE STATEMENT

We will purchase the following payments (Purchased Payments) from You:

A) 1 payment of \$35,000.00 on June 22, 2022

(The remainder of the page intentionally left blank)

The aggregate amount of the Purchased Payments is \$35,000.00.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 2.40% is \$31,051.91. The discounted present value is the calculation of the current value of the transferred structured settlement payments (Purchased Payments) under federal standards for valuing annuities.

The gross amount payable to seller (You) is \$17,000.00.

No other expenses are incurred by You.

The net amount payable to the seller (You) is \$17,000.00.

Based on the net amount that You will receive in payment from Us and the amounts and timing of the structured settlement payments that You are selling to Us, this is the equivalent of interest payments to Us at a rate of 15.38% per year. PLEASE NOTE THAT THIS IS NOT A LOAN, BUT A SALE OF PAYMENT RIGHTS AND THE INTEREST FIGURE IS ONLY PROVIDED AS AN ILLUSTRATION OF THE ECONOMIC IMPACT OF THE SALE.

Notice of Cancellation Rights:

You may cancel without penalty or further obligation, not later than the fifth business day after Your receipt of payment from Us under the transfer agreement (Purchase Contract).

Please be advised there are no penalties or liquidated damages payable by You in the event of any breach of the transfer agreement (Purchase Contract) by You.

By signing below, You are confirming receipt of this Disclosure Statement at least 3 days prior to You executing the transfer agreement (Purchase Contract).

DocuSigned by:
Shane Larock
5EBDEA5AE9E8455



SHANE LAROCK

Please complete and sign.

STATEMENT OF PROFESSIONAL REPRESENTATION

Please Choose Either Box A OR Box B Below.

After you have made your choice, **SIGN AND DATE** the appropriate box signature line.
YOU SHOULD SIGN ONLY ONE BOX – THE BOX YOU HAVE CHOSEN.

A. I HAVE BEEN ADVISED BY J.G. WENTWORTH ORIGINATIONS, LLC (“JGW”) THAT I SHOULD OBTAIN INDEPENDENT PROFESSIONAL REPRESENTATION CONCERNING THE LEGAL, TAX AND/OR FINANCIAL IMPLICATIONS OF THIS TRANSACTION. I FULLY UNDERSTAND THE PURCHASE AGREEMENT AND THE EFFECTS OF THE TRANSACTION AND I **DO NOT WISH TO SEEK OUT SUCH INDEPENDENT PROFESSIONAL REPRESENTATION.**

Shane LaRock
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6/12/2017

SHANE LAROCK

Date

B. I HAVE OBTAINED INDEPENDENT REPRESENTATION AND I FULLY UNDERSTAND THE LEGAL, TAX AND/OR FINANCIAL IMPLICATIONS OF THE TRANSACTION, THE PURCHASE AGREEMENT AND THE RELATED DOCUMENTS. I WAS NOT REFERRED TO MY PROFESSIONAL ADVISOR BY JGW. THE NAME OF MY PROFESSIONAL ADVISOR IS SET FORTH BELOW:

6/12/2017

SHANE LAROCK

Date

*To Be Completed By Certified Professional Advisor
Only if you have signed Box B Above*

Law Firm Name: _____

Name of Professional: _____

Phone Number: () _____

Attorney ID # _____

Address: _____

EIN # _____

I have personally met with and have provided independent professional advice to _____ in respect of the Purchase Contract with JGW and the transaction contemplated thereby. Shane LaRock was referred to me by the _____.

Professional’s Signature

Date

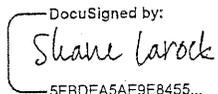
LIST OF DEPENDENTS

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

I have dependent(s) as listed below:

Name of Dependent	Relationship	DOB	Age
Lyla Larock	Daughter	3/2/16	15m
Cheryl grey	Fiance	10/11/77	39

If no dependent(s), please check this box _____

DocuSigned by:

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Shane LaRock

6/5/2017

Date

016



June 6, 2017

Symetra Life Insurance Company
777-108th Avenue NE, SC-4
Bellevue, WA 98004-5135
Attn: Legal Department/Structured Settlements

Symetra Assigned Benefits Service Company
777-108th Avenue NE, SC-4
Bellevue, WA 98004-5135
Attn: Legal Department/Structured Settlements

RE: Notice of Sale/Assignment of Payment Rights
Your Contract #: AA0689270
Payee: Shane LaRock

Dear Insurer:

Please be advised that J.G. Wentworth Originations, LLC and/or its successors and assigns, have entered into a transaction with the above-referenced annuitant who is seeking to transfer certain of his/her rights to the payments scheduled to be received under the above-referenced annuity policy. We are currently seeking court approval pursuant to the applicable structured settlement transfer statute. Pursuant to the statute, please note the following information about the Purchaser:

J.G. Wentworth Originations, LLC
201 King of Prussia Road, Suite 200
Radnor, PA 19087
Tax ID # 88-0513164

PLEASE NOTE: No payments under this annuity should be held until the courts have entered a final order and we have forwarded this order to you.

Very truly yours,

J.G. Wentworth Originations, LLC

By: 
Lori Borowski, Vice President

STATE OF VERMONT
CHITTENDEN UNIT

SUPERIOR COURT
CIVIL DIVISION

In Re:)

JG Wentworth Originations, LLC)
Applicant - Transferee. -)

) DOCKET NUMBER: 564-6-17Cncv

And)

Shane LaRock)
Payee - Transferor, -)

Motion to Amend Application

NOW COMES the plaintiff, by and through counsel, and hereby moves the honorable court and hereby moves the honorable court for leave to amend the application as follows:

1. The original application contained a signed contract dated 6/5/17 attached to the application as exhibit" A" and the parties have executed a new contract on 6/15/17 a copy of which is attached as Exhibit" A" on the amended application;
2. The proposed amended application has replaced the contract dated 6/5/17 with the contract dated 6/15/17 the date of execution being the only difference between the two contracts;
3. The original application contained a Statement of Professional Representation dated 6/5/17 attached to the application as exhibit "C" wherein the payee erroneously indicated he had obtained independent professional advice and he executed a Statement of Professional

Representation dated 6/12/17 attached to the amended application as exhibit "C" indicating he had not obtained independent professional advice.

4. There is no prejudice in allowing the applicant to amend its application;
4. In considering leave to amend the complaint, it should ". . . [b]e freely given when justice so requires." V.R.C.P. 15(a); *Lillicrap v. Martin*, 156 Vt. 165, 170 (1989).
5. It is the Vermont tradition of liberally allowing amendments to pleadings where there is no prejudice to the other party. *Tracy v. Vinton Motors, Inc.*, 130 Vt. 512, 513 (1971).
6. "The principal reasons underlying the liberal amendment policy are (1) to provide maximum opportunity for each claim to be decided on its merits rather than on a procedural technicality, (2) to give notice of the nature of the claim or defense, and (3) to enable a party to assert matters that were overlooked or unknown to him at an earlier stage in the proceedings." *Bevins v. King*, 143 Vt. 252, 255 (1983).

Wherefore plaintiff prays the honorable court for leave to amend the application as set forth in the amended application follows:

1. Substituting the contract dated 6/15/17 for the contract dated 6/5/17;
2. Substituting the Statement of Professional Representation dated 6/12/17 for the Statement of Professional Representation dated 6/5/17.

Dated this 26th day of June 2017.

Wells Law Office
Attorney for Applicant

By: Timothy J. Wells
Timothy J. Wells, Esq.

CERTIFICATE OF SERVICE

I certify a true copy of the notice of hearing motion to amend and amended application is being served in accordance with Rule 5 and/or filed with the following:

Symetra Life Insurance Company,
777-108th Avenue NE, SC-4
Bellevue, WA 98004-5135
ATTN: Legal Dept. /Structured Settlements

Symetra Assigned Benefit Service Company
777-108th Avenue NE, SC-4
Bellevue, WA 98004-5135
ATTN: Legal Dept. /Structured Settlements

Vermont Attorney General's Office
109 State Street
Montpelier, Vermont 05609-1001

Vermont Office of Child Support
180 State Drive NOB1
Waterbury, Vermont 05671-1060

Vermont Department of Taxes
Attn: Will S. Baker, Esq.
PO Box 429
133 State Street
Montpelier, VT 05633-1401

Shane Larock
112 Pine St.
Apt. 4P
Burlington, VT 05401-8435

This 26th day of June 2017.

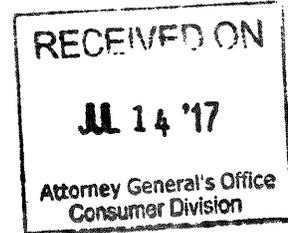
Timothy J. Wells
Timothy J. Wells, Esq.

STATE OF VERMONT

RUTLAND COUNTY, ss.
CIVIL DIVISION

SUPERIOR COURT
CIVIL ACTION NO. 241-5-17 Rdcv

_____)
STONE STREET CAPITAL, LLC,)
)
Petitioner,)
)
v.)
)
BARBARA RABTOY,)
)
Respondent.)
_____)



CERTIFICATE OF SERVICE ON INTI

I, Gregory D. Cote, hereby certify that, on June 28,

Amended Petition for Order Authorizing and Approving Transfer of Structured Settlement
 Payment Rights ("Petition"), filed in this action by petitioner Stone Street Capital, LLC, and a
 true and accurate copy of the Notice of Hearing on Proposed Transfer of Structured Settlement
 Payment Rights ("Notice"), issued by the Court on June 13, 2017, were served via third-party
 commercial carrier on the following interested parties to this action in accordance with 9 V.S.A.
 §2480ff(c):

American General Annuity Service Corporation
 2929 Allen Parkway
 Houston, TX 77019
Annuity Owner

American General Life Insurance Company
 2727-A Allen Parkway
 Houston, TX 77019
Annuity Issuer

Vermont Attorney General's Office
 109 State Street
 Montpelier, VT 05609

Vermont Office of Child Support
 280 State Drive
 Waterbury, VT 05671

Vermont Department of Taxes
 133 State Street
 Montpelier, VT 05620

Mr. Matthew Tribolet
 Edison, McDowell & Hetherington LLP
 2000 E. Lamar Blvd., Suite 780
 Arlington, TX 76006

True and accurate copies of the delivery confirmation forms indicating that the Petition and Notice were delivered to each of the above-listed interested parties are attached hereto as Exhibit A.

Respectfully submitted,

STONE STREET CAPITAL, LLC,

By its attorneys,

/s/ Gregory D. Cote

Gregory D. Cote, VBN: 4953

McCarter & English, LLP

265 Franklin Street

Boston, MA 02110

617-449-6508 - o

617-326-3098 - f

E-mail: gcote@mccarter.com

July 11, 2017

CERTIFICATE OF SERVICE

I, Gregory D. Cote, hereby certify that on this 11th day of July, 2017, a true and accurate copy of the foregoing Certificate of Service on Interested Parties was served via regular, first-class mail, postage prepaid, upon the following:

Ms. Barbara Rabtoy
56 Union Street
Rutland, VT 05701

American General Annuity Service Corporation
2929 Allen Parkway
Houston, TX 77019
Annuity Owner

American General Life
Insurance Company
2727-A Allen Parkway
Houston, TX 77019
Annuity Issuer

Vermont Attorney General's Office
109 State Street
Montpelier, VT 05609

Vermont Office of Child Support
280 State Drive
Waterbury, VT 05671

Vermont Department of Taxes
133 State Street
Montpelier, VT 05620

Mr. Matthew Tribolet
Edison, McDowell & Hetherington LLP
2000 E. Lamar Blvd., Suite 780
Arlington, Texas 76006

/s/ Gregory D. Cote

STATE OF VERMONT

RUTLAND COUNTY, ss.
CIVIL DIVISION

SUPERIOR COURT
CIVIL ACTION NO. 241-5-17 Rdcv

STONE STREET CAPITAL, LLC,

Petitioner,

v.

BARBARA RABTOY,

Respondent.

CERTIFICATE OF SERVICE ON INTERESTED PARTIES

EXHIBIT A



July 11, 2017

Dear Customer:

The following is the proof-of-delivery for tracking number **787022075920**.

Delivery Information:

Status:	Delivered	Delivered to:	Shipping/Receiving
Signed for by:	A.NUNEZ	Delivery location:	HOUSTON, TX
Service type:	FedEx Priority Overnight	Delivery date:	Jun 29, 2017 10:25
Special Handling:	Deliver Weekday Direct Signature Required		

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Shipping Information:

Tracking number:	787022075920	Ship date:	Jun 28, 2017
		Weight:	1.0 lbs/0.5 kg

Recipient:
HOUSTON, TX US

Shipper:
Boston, MA US

Reference

113290.00025.03916

Thank you for choosing FedEx.

ORIGIN:DLWMA (617) 449-6500
 GREGORY D. COTE
 MCCARTER & ENGLISH LLP
 205 FRANKLIN STREET
 BOSTON, MA 02110
 UNITED STATES US

SHIP DATE: 28 JUN 17
 ACTWGT: 0.50 LB
 CAD: 103526489WMSX12750

BILL SENDER

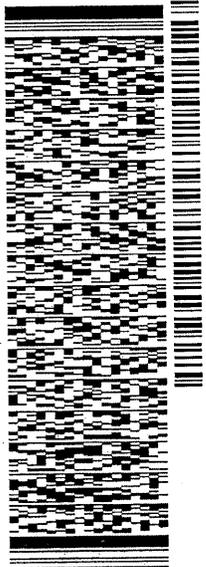
TO AMERICAN GENERAL ANNUITY SVC CORP

2929 ALLEN PKWY

HOUSTON TX 77019

REF: 113290.00025.03916

PO. INV. DEPT.



J171117021401us

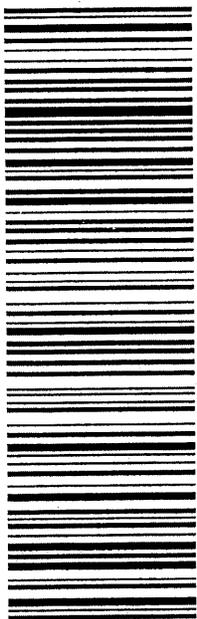
546J11/A502/53C1

TRK# 7870 2207 5920

THU - 29 JUN 10:30A
 PRIORITY OVERNIGHT
 DSR

XH HOUA

TX-US
 77019
 IAH



FOLD on this line and place in shipping pouch with bar code and delivery address visible

1. Fold the first printed page in half and use as the shipping label.
2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.

Legal Terms and Conditions

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July 11, 2017

Dear Customer:

The following is the proof-of-delivery for tracking number **787022091206**.

Delivery Information:

Status:	Delivered	Delivered to:	Shipping/Receiving
Signed for by:	V.WALPOLE	Delivery location:	HOUSTON, TX
Service type:	FedEx Priority Overnight	Delivery date:	Jun 29, 2017 10:15
Special Handling:	Deliver Weekday		
	Direct Signature Required		

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Shipping Information:

Tracking number:	787022091206	Ship date:	Jun 28, 2017
		Weight:	1.0 lbs/0.5 kg

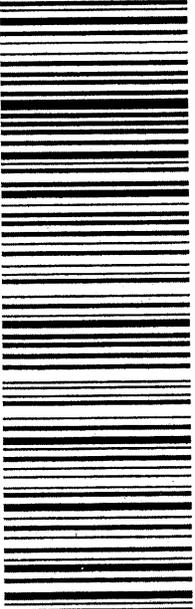
Recipient:
HOUSTON, TX US

Shipper:
Boston, MA US

Reference

113290.00025.03916

Thank you for choosing FedEx.

	<p>XH HOUA</p> <p>TX-US IAH</p>	<p>TRK# 7870 2209 1206</p> <p>0201</p>	<p>THU - 29 JUN 10:30A</p> <p>PRIORITY OVERNIGHT</p> <p>DSR 77019</p>	<p>HOUSTON TX 77019</p> <p>REF: 113290.00025.03916</p> <p>DEPT.</p>	<p>PO INV (617) 449-8641</p>	<p>TO AMERICAN GENERAL LIFE INS. CO.</p> <p>2727 ALLEN PKWY STE A</p>	<p>ORIGIN: DL1WMA (617) 449-6900</p> <p>GREGORY D. COTE</p> <p>MCCARTER & ENGLISH LLP</p> <p>285 FRANKLIN STREET</p> <p>BOSTON, MA 02110</p> <p>UNITED STATES US</p>	<p>SHIP DATE: 28 JUN 17</p> <p>ACTWGT: 0.50 LB</p> <p>CAD: 103526489/MSX2750</p> <p>BILL SENDER</p>
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546J11A50263C1

FOLD on this line and place in shipping pouch with bar code and delivery address visible

1. Fold the first printed page in half and use as the shipping label.
2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.

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July 11, 2017

Dear Customer:

The following is the proof-of-delivery for tracking number **787022105147**.

Delivery Information:

Status:	Delivered	Delivered to:	Shipping/Receiving
Signed for by:	M.ELLIOTT	Delivery location:	MONTPELIER, VT
Service type:	FedEx Priority Overnight	Delivery date:	Jun 29, 2017 09:51
Special Handling:	Deliver Weekday		
	Direct Signature Required		

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Shipping Information:

Tracking number:	787022105147	Ship date:	Jun 28, 2017
		Weight:	1.0 lbs/0.5 kg

Recipient:
MONTPELIER, VT US

Shipper:
Boston, MA US

Reference 113290.00025.03916

Thank you for choosing FedEx.

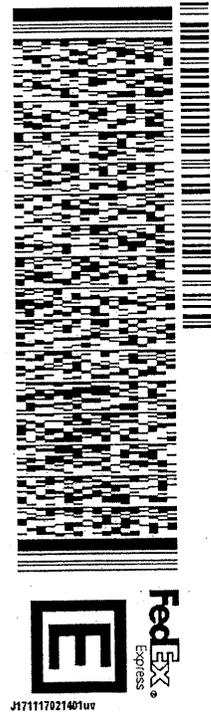
ORIGIN ID:MMMA (617) 449-6500
 GREGORY D. COTE
 MCCARTER & ENGLISH LLP
 265 FRANKLIN STREET
 BOSTON, MA 02110
 UNITED STATES US

SHIP DATE: 28 JUN 17
 ACTWGT: 0.50 LB
 CAD: 103526489MSX12750

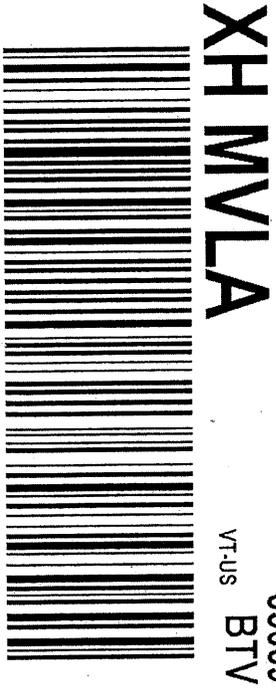
BILL SENDER

TO VERMONT ATTORNEY GENERAL'S OFFICE
 109 STATE ST
 MONTPELIER VT 05609

(617) 449-6641 REF: 113290 00025 03916
 INV DEPT
 PO



TRK# 7870 2210 5147
 0201
 THU - 29 JUN 12:00P
 PRIORITY OVERNIGHT
 DSR 05609



546J1/A502/53C1

FOLD on this line and place in shipping pouch with bar code and delivery address visible

1. Fold the first printed page in half and use as the shipping label.
2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.

Legal Terms and Conditions

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July 11, 2017

Dear Customer:

The following is the proof-of-delivery for tracking number **787022117997**.

Delivery Information:

Status:	Delivered	Delivered to:	Receptionist/Front Desk
Signed for by:	B.TAYLOR	Delivery location:	WATERBURY, VT
Service type:	FedEx Priority Overnight	Delivery date:	Jun 29, 2017 10:10
Special Handling:	Deliver Weekday Direct Signature Required		

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Shipping Information:

Tracking number:	787022117997	Ship date:	Jun 28, 2017
		Weight:	1.0 lbs/0.5 kg

Recipient:
WATERBURY, VT US

Shipper:
Boston, MA US

Reference

113290.00025.03916

Thank you for choosing FedEx.

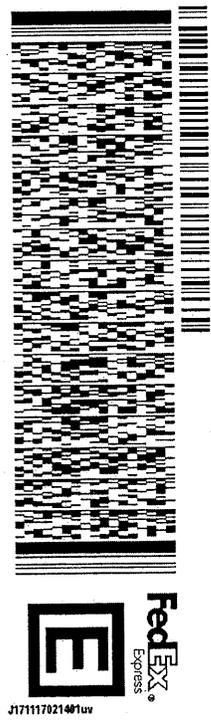
ORIGIN ID: LMMMA (617) 449-6600
 GREGORY D. COTE
 MCCARTER & ENGLISH LLP
 285 FRANKLIN STREET
 BOSTON, MA 02110
 UNITED STATES US

SHIP DATE: 28 JUN 17
 ACTWGT: 0.50 LB
 CAD: 103526489/WSX12750

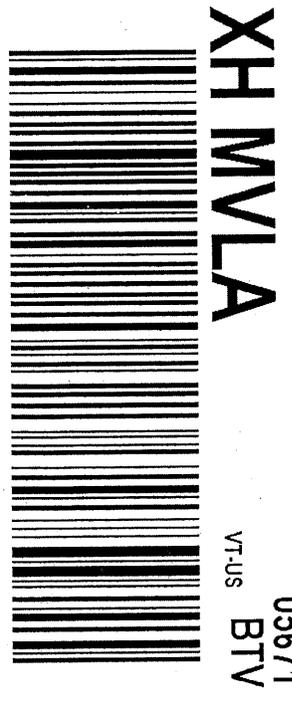
BILL SENDER

TO VERMONT OFFICE OF CHILD SUPPORT
 280 STATE DR

WATERBURY VT 05671
 (617) 449-6641
 INV.
 PO.
 REF: 113290.00025.03916
 DEPT.



TRK# 7870 2211 7997
 0201
 THU - 29 JUN 12:00P
 PRIORITY OVERNIGHT
 DSR



546J1/A502/53C1

FOLD on this line and place in shipping pouch with bar code and delivery address visible

1. Fold the first printed page in half and use as the shipping label.
2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.

Legal Terms and Conditions

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July 11, 2017

Dear Customer:

The following is the proof-of-delivery for tracking number **787022131707**.

Delivery Information:

Status:	Delivered	Delivered to:	Receptionist/Front Desk
Signed for by:	K.PALLAS	Delivery location:	MONTPELIER, VT
Service type:	FedEx Priority Overnight	Delivery date:	Jun 29, 2017 10:58
Special Handling:	Deliver Weekday Direct Signature Required		

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Shipping Information:

Tracking number:	787022131707	Ship date:	Jun 28, 2017
		Weight:	1.0 lbs/0.5 kg

Recipient:
MONTPELIER, VT US

Shipper:
Boston, MA US

Reference

113290.00025.03916

Thank you for choosing FedEx.

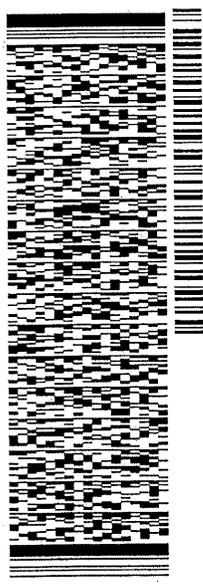
ORIGIN ID: LWMA (617) 449-6500
GREGORY D. COTE
MCCARTER & ENGLISH LLP
265 FRANKLIN STREET
BOSTON, MA 02110
UNITED STATES US

SHIP DATE: 28 JUN 17
ACTWTG1: 0.50 LB
CAD: 103528489MWSX2750
BILL SENDER

TO VERMONT DEPT OF TAXES
133 STATE ST

MONTPELIER VT 05602
(617) 449-6641
INV.
PO
REF: 113290.00025.03916
DEPT:

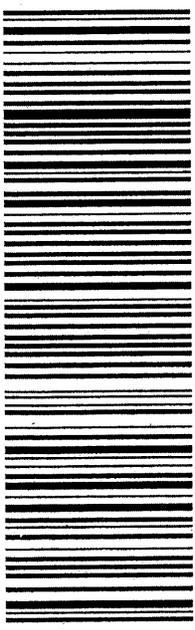
546J11/A502/53C1



J171117021401uv

TRK# 7870 2213 1707
0201
THU - 29 JUN 12:00P
PRIORITY OVERNIGHT
DSR

XH MVLA
VT-US
05602
BTV



FOLD on this line and place in shipping pouch with bar code and delivery address visible

1. Fold the first printed page in half and use as the shipping label.
2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
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July 11, 2017

Dear Customer:

The following is the proof-of-delivery for tracking number **787022145210**.

Delivery Information:

Status:	Delivered	Delivered to:	Receptionist/Front Desk
Signed for by:	C.WALTERS	Delivery location:	ARLINGTON, TX
Service type:	FedEx Priority Overnight	Delivery date:	Jun 29, 2017 08:28
Special Handling:	Deliver Weekday Direct Signature Required		

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Shipping Information:

Tracking number:	787022145210	Ship date:	Jun 28, 2017
		Weight:	1.0 lbs/0.5 kg

Recipient:
ARLINGTON, TX US

Shipper:
Boston, MA US

Reference 113290.00025.03916

Thank you for choosing FedEx.

ORIGIN:DL1WMA (617) 449-6500
 GREGORY D. COTE
 MCCARTER & ENGLISH LLP
 205 FRANKLIN STREET
 BOSTON, MA 02110
 UNITED STATES US

SHIP DATE: 28 JUN 17
 ACTWGT: 0.50 LB
 CAD: 103526489MWSX2750

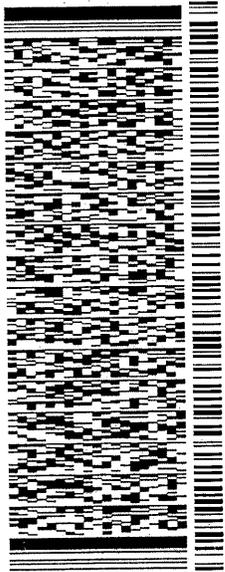
BILL SENDER

TO **MATTHEW TRIBOLET**
EDISON, MCDOWELL & HETHERINGTON LLP
2000 E LAMAR BLVD STE 780

ARLINGTON TX 76006

(617) 449-6641 REF: 113290.00025.03916

PO: INV: DEPT:



J171117021401ur

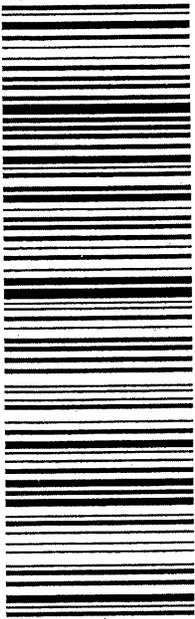
546J1/A50263C1

TRK# 7870 2214 5210
 0201

THU - 29 JUN 10:30A
 PRIORITY OVERNIGHT
 DSR

XHFWHA

TX-US
 76006
 DFW



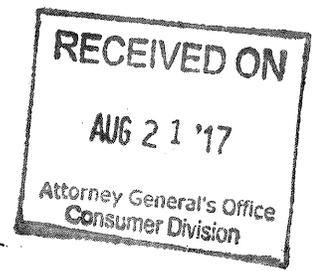
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WELLS LAW OFFICE
POST OFFICE BOX 250
WESTMINSTER, VERMONT 05158
TEL 802-722-4000
FAX 802-722-4005
WellsLawVt@aol.com



16 August 2017

Vermont Attorney General
109 State Street,
Montpelier, VT 05620 – 1001

CERTIFIED MAIL RETURN RECEIPT REQUESTED

RE:

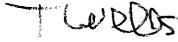
**Name of Case: JG Wentworth Originations LLC & Jeremy Dufresne
Superior court of Vermont
Washington Unit – Civil Division
Docket Number: 445-8-17 Wncv**

Dear Gentlemen/Ladies:

I represent the transferee above named pursuant to applicable statutes, please accept this letter as notice that the payee/transferor above named has applied for a transfer of structured settlement payments to my client. Enclosed you will find a copy of the motion to amend and Amended Application for filing pursuant to 9 VSA §2480ff(c). Also I have enclosed a copy of the hearing notice and an order of the probate court.

Should you have any questions at all about this process, please feel free to contact my office at the above number. I appreciate your time and consideration.

Sincerely,


Timothy J. Wells, Esq.

STATE OF VERMONT
WASHINGTON UNIT

SUPERIOR COURT
CIVIL DIVISION

In re:)	
JG Wentworth Originations, LLC)	
Applicant -Transferee.)	
And)	Docket # _____ -8-17 Wncv
Jeremy Dufresne)	<i>445-8-14 Wncv</i>
Payee - Transferor)	

NOTICE OF HEARING DATE AND DEADLINE

TO the following:

Farmers New World Insurance Company
3003 77th Avenue Southeast
Mercer Island, WA 98040-2890
Attn: Legal Dept/Structured Settlements

Farmers Services Corporation
3003 77th Avenue Southeast
Mercer Island, WA 98040-2890
Attn: Legal Dept/Structured Settlements

Vermont Attorney General's Office
109 State Street
Montpelier, Vermont 05609-1001

Vermont Office of Child Support
280 State Drive
Waterbury, Vermont 05671-1060

Vermont Department of Taxes
Attn: Will S. Baker, Esq.
PO Box 429
133 State Street
Montpelier, VT 05633-1401

Jeremy Dufresne
Barre, VT 05641

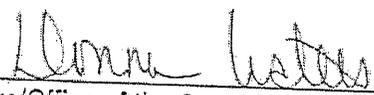
PLEASE TAKE NOTICE that on the following date and time the Application for Approval of the Transfer of Structured Settlement Payment Rights by and between the above named shall be heard:

BEFORE: Presiding Superior Court Judge
PLACE: Washington County Courthouse
Vermont Superior Court - Washington Civil Division
65 State Street,
Montpelier, VT 05602
Phone: 802-828-2091

DATE: SEPTEMBER 18, 2017
TIME: 3:15 p.m. O'clock

Any interested parties shall have the right to file a response to said application. Any interested party is further advised that it is entitled to support, oppose, or otherwise respond to the application, by attending the hearing either in person or by counsel, by submitting written comments to the Court and counsel prior to the hearing, or by otherwise participating in the hearing. Written responses to the application may be filed with the Court, with copies to applicant's counsel Wells Law Office PO Box 250, Westminster, Vt 05158 WellsLawVt@aol.com at any time prior to the hearing date in order to be considered by the Court.

Dated this ___ day of August 2017.



Judge/Office of the Court Clerk

STATE OF VERMONT
WASHINGTON UNIT

SUPERIOR COURT
CIVIL DIVISION

In Re:)

JG Wentworth Originations, LLC)
Applicant - Transferee. -)

) DOCKET NUMBER: 445-8-17 Wncv

And)

Jeremy Dufresne)
Payee - Transferor, -)

Motion to Amend Application

NOW COMES the plaintiff, by and through counsel, and hereby moves the honorable court and hereby moves the honorable court for leave to amend the application as follows:

1. The original application contained a signed contract dated 7/28/17 attached to the application as exhibit" A" and the parties have executed a new contract on 8/11/17 a copy of which is attached as Exhibit" A" on the amended application;
2. The proposed amended application has replaced the contract dated 7/28/17 with the contract dated 8/11/17 the date of execution being the only difference between the two contracts;
3. There is no prejudice in allowing the applicant to amend its application;
4. In considering leave to amend the complaint, it should "... [b]e freely given when justice so requires." V.R.C.P. 15(a); Lillcrap v. Martin, 156 Vt. 165, 170 (1989).

5. It is the Vermont tradition of liberally allowing amendments to pleadings where there is no prejudice to the other party. *Tracy v. Vinton Motors, Inc.*, 130 Vt. 512, 513 (1971).

6. "The principal reasons underlying the liberal amendment policy are (1) to provide maximum opportunity for each claim to be decided on its merits rather than on a procedural technicality, (2) to give notice of the nature of the claim or defense, and (3) to enable a party to assert matters that were overlooked or unknown to him at an earlier stage in the proceedings." *Bevins v. King*, 143 Vt. 252, 255 (1983).

Wherefore plaintiff prays the honorable court for leave to amend the application as set forth in the amended application follows:

1. Substituting the contract dated 8/11/17 for the contract dated 7/28/17;

Dated this 16th day of August 2017.

Wells Law Office
Attorney for Applicant

By: Timothy J. Wells
Timothy J. Wells, Esq.

CERTIFICATE OF SERVICE

I certify a true copy of the notice of hearing motion to amend and amended application is being served in accordance with Rule 5 and/or filed with the following:

Farmers New World Insurance Company
3003 77th Avenue Southeast
Mercer Island, WA 98040-2890
Attn: Legal Dept. / Structured Settlements

Farmers Services Corporation
3003 77th Avenue Southeast
Mercer Island, WA 98040-2890
Attn: Legal Dept. / Structured Settlements

Vermont Attorney General's Office
109 State Street
Montpelier, Vermont 05609-1001

Vermont Office of Child Support
180 State Drive NOB1
Waterbury, Vermont 05671-1060

Vermont Department of Taxes
Attn: Will S. Baker, Esq.
PO Box 429
133 State Street
Montpelier, VT 05633-1401

Jeremy Dufresne

This 16th day of August 2017.

Timothy J. Wells

Timothy J. Wells, Esq.

STATE OF VERMONT
WASHINGTON UNIT

SUPERIOR COURT
CIVIL DIVISION

In Re:

JG Wentworth Originations, LLC

Applicant - Transferee. - DOCKET NUMBER: 445-8-17 Wncv

and

Jeremy Dufresne

Payee - Transferor, -

AMENDED APPLICATION FOR APPROVAL OF THE TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS BY AND BETWEEN PAYEE AND APPLICANT TRANSFEREE ABOVE NAMED

COMES NOW, the Applicant Transferee and pursuant to 9 VSA 2480aa, et seq., files this Application seeking approval of certain structured settlement payment rights, and in support thereof, states as follows:

1. This Application is filed pursuant to 9 VSA 2480aa, et seq. (the Vermont Transfer Act), seeking court approval of the transfer of a structured settlement payment right.

2. The "Transferor" "Payee" is domiciled in Vermont and resides in the county in which the above captioned Superior Court, Civil Division is located. The Applicant, transferee above named, is a Nevada limited liability company with an address of 3993 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89169-6754.

3. The annuity issuer, Farmers New World Life Insurance Company is a corporation, which is domiciled in Washington and the annuity obligor, Farmers Services Corporation is a corporation, which is also domiciled in Washington.

4. As a result of the settlement of a personal injury claim (medical malpractice), the Payee is entitled to receive certain structured settlement payments. The terms of the settlement provide that the Payee is to receive periodic sum payments. The "Periodic Payments").

5. In order to fund its obligation to make the settlement payments to the transferor, the Structured Settlement Obligor or its predecessor purchased

a commercial annuity from the Annuity Issuer or its predecessor bearing contract Number S00083496 (the "Annuity").

6. Federal law as codified in 26 USC § 5891 et. seq. requires that in order to avoid the imposition of a 40% excise tax, the transfer of structured settlement payments rights must be approved by a Qualified Order. Federal law defines a Qualified Order as, in pertinent part, the order of a court issued by the state where the payee, resides provided that such state has adopted a structured settlement transfer statute which in this case is Vermont.

7. Vermont has adopted a structured settlement transfer statute i.e. 9 VSA §2480aa et seq.

8. The payee, desiring to receive an immediate net lump sum payment of \$29,000.00, agreed to transfer to the applicant transferee, or its assigns, the right to receive the following payment:

A) 1 payment of \$75,000.00 on June 13, 2028; (The "Assigned Payment").

9. The Transferor has completed and executed a Purchase Agreement (the "Transfer Agreement" as defined by the Transfer Act). A True copy the Transfer Agreement is attached hereto as Exhibit "A" and incorporated by reference herein in its entirety.

10. The Applicant Transferee above named timely provided to Transferor the required disclosures. A true and correct copy of the Disclosure Statement is attached hereto as Exhibit "B" and incorporated herein by reference in its entirety. The form, content, and typeface of the Disclosure Statement meet all of the requirements set forth in the Transfer Act.

11. The Transferor has established and verifies that the transfer is necessary, fair, reasonable, and appropriate, and in the best interests of the Transferor and the transferor's dependents if any taking into account the welfare and support of the payee's dependents if any, considering all relevant factors,

including:

(A) the payee's ability to understand the financial terms and consequences of the transfer;

(B) the payee's capacity to meet his or her financial obligations, including the potential need for future medical treatment;

(C) the need, purpose, or reason for the transfer; and

(D) whether the transfer is fair and reasonable, considering the discount rate used to calculate the gross advance amount, the fees and expenses imposed on the payee, and whether the payee obtained more than one quote for the same or a substantially similar transfer.

The interests of the Transferor and the transferor's dependents if any would be better served with an immediate transfer of these funds and it is not expected to subject the Transferor and the transferor's dependents if any to undue or unreasonable financial hardship in the future.

12. The transferor was advised in writing by transferee to seek independent professional advice regarding the financial advisability of the transfer and the other financial options available to the payee, if any, and that the payee has in fact received such advice; or such advice is unnecessary for good cause shown. See "Statement of Professional Representation" attached hereto as Exhibit "C."

13. The transfer complies with all requirements of the Transfer Act and will not contravene other applicable law, statute or order of any court or other governmental authority.

14. List of transferor's dependents and their ages:

The transferor is single and has no dependents;

See List of dependents and ages attached hereto as Exhibit "D" and incorporated herein by reference in its entirety.

15. Prior Transfers:

To the best of the transferee's knowledge after making a reasonable inquiry to the payee, the structured settlement obligor, and the annuity issuer, there have been the following prior transfer regarding this annuity to which reference is hereby:

- A. Prior application approved by this court on 7/7/15 docket 198-3-15 Wncv the transfer of \$50,000.00 due 6/13/23 for the consideration of \$15,000.00;

Additionally, the transferor has made five transfers of other annuities approved by this court in docket numbers 97-2-15 Wncv, 242-4-15 Wncv, 691-10-15 Wncv, 226-4-16 Wncv and 199-3-17 Wncv

16. The Transferee will provide proper notice to all interested parties upon receipt of an Order setting this matter for hearing.

17. Notice has been provided to the annuity issuer and structured settlement obligor of transferee's name, address and taxpayer identification number. (attached as Exhibit "E").

18. Remaining Payments: If this transfer is approved the following payments shall be remaining on this annuity:

\$30,000.00 on 6/13/2018

\$100,000.00 on 6/13/2033

\$200,000.00 on 6/13/2038

\$100,000.00 on 6/13/2043

\$147,000.00 on 6/13/2058.

WHEREFORE, the applicant respectfully requests the honorable court, after conducting a hearing on the application, as follows:

A) To determine that independent professional advice to the payee regarding the financial advisability of the transfer and the other financial options available to the payee, if any, is unnecessary for good cause shown pursuant to subdivision 9 VSA 2480dd (a) (2) of this title;

B) To approve the transfer; and

C) For such other relief as seems just.

Dated this 16th day of August 2017.

Wells Law Office
Attorney for Applicant

By:

Timothy J. Wells

Timothy J. Wells, Esq.
PO Box 250
Westminster, VT 05158
(802) 722-4000
WellsLawVt@aol.com

Jeremy Dufresne to JG Wentworth Originations LLC
August 2017 (Farmers)

INDEX TO EXHIBITS ATTACHED TO THE APPLICATION

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
A.	Transfer Agreement	1-10
B.	Disclosure Statement	11-12
C.	Statement of Professional Representation	13
D.	List of Dependents	14
E.	Notice to Annuity Issuer and Obligor	15

PURCHASE CONTRACT

This is a Purchase Contract ("Contract") for the sale of structured settlement payments between Jeremy Dufresne (You, Your), and J.G. Wentworth Originations, LLC (We, Us, Our) 3993 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89169-6754.

BACKGROUND

- A. In connection with the resolution of a personal injury claim, You or someone acting for You, signed a Settlement Agreement that entitles You to receive certain future payments ("Settlement Payments"), according to a set schedule.
- B. Those Settlement Payments are being paid to You from an annuity policy ("Annuity Policy") purchased by the Person responsible for making the Settlement Payments to You ("Obligor").
- C. Rather than wait for the Settlement Payments to be made to You in the future, You want to sell all or some of those Settlement Payments ("Purchased Payments") to Us now for a lump sum.
- D. **THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH YOU SHOULD READ CAREFULLY, AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW DISPUTES BETWEEN YOU AND US ARE RESOLVED.**

DEFINED WORDS

Certain words used in this Contract have specific meanings, shown below.

Affiliate	An entity controlled by, controlling, or under common control with, another entity.
Annuity Policy	The policy purchased by the Obligor to ensure that the Settlement Payments are made to You as required by the Settlement Agreement.
Closing Documents	Any documents necessary to carry out the purchase of the Purchased Payments, other than the "Contract or Contract Documents" as defined below.
Contract or Contract Documents	Collectively, only this Contract and the Disclosure Statement.
Contract Date	The date Your signature at the end of this Contract is E-signed and date stamped. However, if You happen to sign this Contract before the number of days stated at the end of Your Disclosure Statement for waiting has passed, You will have no obligation under Your Contract until that time has passed.
Court Order	A legally binding ruling issued by a judge or properly empowered administrative officer, approving the sale of the Purchased Payments to Us ("Court Approval").
Disclosure Statement	The document which identifies for You, the Purchased Payments, expenses, Purchase Price and various other disclosures.
Encumbrance	Any claim, right, lien, policy loan, or restriction. In addition, this includes any limits on rights of ownership (such as the use, voting, transfer, receipt of income, etc.).
Funding Date	The date We pay You the Net Purchase Price.
Issuer	The insurance company that issued the Annuity Policy.

Obligor	The Person who is obligated to make payments to You under the Settlement Agreement.
Party	One of You or Us. Parties means both You and Us.
Person	Any natural person or legal entity.
Purchased Payments	Only those certain payments that We are purchasing from You under this Contract.
Purchase Price:	
Gross Purchase Price	The amount shown as the "gross amount payable to the seller (You)" on the Disclosure Statement. This is the sum We have agreed to pay You <i>before</i> any deductions as set forth in the Contract Documents.
Net Purchase Price	The amount shown as the "net amount payable to the seller (You)" on the Disclosure Statement. This is the sum We have agreed to pay You <i>after</i> any deductions as set forth in the Contract Documents.
Settlement Agreement	The agreement that You and the Obligor signed to resolve Your personal injury claim.
Settlement Payments	All of the payments that the Obligor has agreed to make to You in the Settlement Agreement.
We, Our, or Us	J.G. Wentworth Originations, LLC, along with any of its successors, assigns, and designees. Some of the Contract Documents or Closing Documents may refer to Us as the purchaser.
You or Your	The Person named on this Contract's first page. Some of the Contract Documents or Closing Documents may refer to You as the seller.

You and We agree as follows:

1. SALE OF THE PURCHASED PAYMENTS

- A. Upon the signing of this Contract and subject to certain conditions including Court Approval, You sell, transfer and assign to Us the right to receive the Purchased Payments specifically identified in the Disclosure Statement.
- B. We will pay You the Net Purchase Price as agreed to in the Contract Documents, subject to certain conditions, including meeting Our underwriting requirements, Court Approval and satisfactory completion of the Closing Documents. We will do this in exchange for You:
- selling the Purchased Payments to Us;
 - changing the beneficiary of the Annuity Policy to Your estate and not changing it again until We have been paid all of the Purchased Payments;
 - having any current beneficiaries waive their rights to the Purchased Payments; and
 - fulfilling Your promises under this Contract.
- C. If We are buying only a portion of Your payments, this will have no effect upon Your rights in the unsold portion. You will continue to receive the unsold portion unless You have already sold or encumbered that portion. However, sometimes the Issuer, the Obligor or the court may require Us to receive the entire amount of Your payment. If so, We will then forward the portion of the payment still due to You and You hereby agree to this payment servicing arrangement.

2. PURCHASE PRICE

- A. The Gross and Net Purchase Prices are shown on the Disclosure Statement and are fair and acceptable to You and Us.

- B. We will pay You the Net Purchase Price in the manner You designate for Us.
- C. Before we pay You, You agree that We will adjust for the following amounts, *if applicable*:
- Purchased Payments Owed to Us – The Issuer may have already paid You some of the Purchased Payments before We have paid You for them. If that happens, We will deduct the amount of those Purchased Payments.
 - Holdbacks – Due to possible delays in the Issuer beginning to make the Purchased Payments to Us instead of You, We will hold back an amount equal to any Purchased Payments that the Issuer owes Us post Court Approval, that are due within 90 days of the Funding Date. If We subsequently receive those particular Purchased Payments directly, We will return the amount of any related holdback to You.
 - Payment of Debts Owed – If You owe any past due child support, bankruptcy payoffs or taxes, or have any judgments or liens against You or Your assets, We may pay those amounts and deduct them from the amount We pay You, and You hereby provide Us with specific authority to take such action. We will provide You with notice of the amounts that We are going to pay, prior to actual payment.
- D. If any Purchased Payments are mistakenly sent to You after We have paid You for them, You will immediately contact Us. If We then determine that any deductions or holdbacks as set forth above are not enough to reimburse Us, We will advise You of the amount You owe Us. You agree to immediately send that amount to Us by bank or certified check.

3. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to Us the following:

- A. You understand that **THIS IS A SALE AND NOT A LOAN.**
- B. The Annuity Policy is in full force, You are the sole and undisputed recipient of the right to the Purchased Payments, have the right to sell them free and clear of any Encumbrances and have not previously sold any of the Purchased Payments to any other Person.
- C. You understand that Court Approval is required for this purchase; and You agree to fully cooperate with Us to obtain that approval.
- D. You gave Us all requested information and signed all documents necessary to complete the purchase. Every statement made by You in the Contract Documents and Closing Documents is true and complete.
- E. No law, divorce decree or other legal obstacle:
- requires You to keep the Purchased Payments for the benefit of a current or former spouse, dependent children, or other person; or
 - legally prevents You from contracting with Us, selling the Purchased Payments or changing the Annuity Policy's beneficiary.
- F. Either:
- You have never filed for bankruptcy, will not do so before the Funding Date and there are no lawsuits or efforts by any of Your creditors to put You into bankruptcy or take any of the Purchased Payments; or
 - If You filed for bankruptcy, the Purchased Payments were not subject to the claims of Your creditors. You will give Us a copy of any of Your bankruptcy documents that We request including evidence of a final bankruptcy payoff or case closing, if any.
- G. We can rely on Your representations, warranties, and promises in this Contract. These representations, warranties, and promises are for Our benefit and the benefit of any future owners of the Purchased Payments. You understand that Our reliance on any intentional misrepresentation by You may result in Our enforcing Our rights against You in court.

- H. You had enough time to consider the sale of the Purchased Payments, understand the terms of the Contract Documents and Closing Documents (including the arbitration provision), are of legal contracting age and sound mind, not under the influence of drugs or alcohol, and freely and voluntarily, enter into this Contract and agree to all of its terms.
- I. You were advised by Us to obtain independent legal advice and professional tax advice about the sale of the Purchased Payments and to have those advisors review the terms and legal, tax and other effects of this Contract with You prior to Your execution of this Contract. You have also explored all appropriate financial options before entering into this transaction.
- J. We did not provide tax, financial, or legal advice to You about this Contract and have advised You that We may not refer You to any specific attorney for such purpose.
- K. If You are married, Your spouse understands all of the terms and conditions of this Contract including, but not limited to the fact that, after the Funding Date, You (and Your spouse) will not receive the same amount of money on the same payment schedule as You would have received under the Annuity Policy. Your spouse has been provided with all information relating to the transaction and has had every opportunity to review the terms of the transaction and to seek any advice relating thereto. Your Spouse also understands that he or she will be giving up any property or contract rights that he or she may have in the Purchased Payments.
- L. We may sell, transfer, or assign Our right to the Purchased Payments in a sale, securitization, or other financing transaction (resale). Any resale would involve disclosing certain information about You (including Your personal information) to the parties to a resale.
- M. Any future owner of the right to the Purchased Payments will have all of the same rights We have, including the right to the duties You owe Us under this Contract. This includes the right to make a claim against You for violating any of the representations, warranties, or promises You made in this Contract.

4. YOUR PROMISES TO US

Before and after the Funding Date:

- A. You will tell us right away if Your address or telephone number changes and do everything necessary, including completing and signing all documents to:
- sell the right to the Purchased Payments to Us;
 - change the beneficiary as required by this Contract; and
 - correct any documentation errors in the Contract Documents or Closing Documents.
- B. You will also tell Us if any of the following occurs:
- a violation of this Contract; or
 - anything that could negatively affect the Annuity Policy, the Purchased Payments, or this Contract.
- C. You will not:
- agree to sell the Purchased Payments to any Person other than Us;
 - change the Annuity Policy's beneficiary to any Person other than Your estate until We have collected all of the Purchased Payments; or
 - withdraw cash from, borrow against, or change the Annuity Policy.
- D. You will give Us information necessary to update Your representations, warranties, and promises in this Contract. You will also update any documents and information so they will be true and complete on the Funding Date.

- E. We are now, and will continue in the future, to rely on the representations and warranties You have given Us. We will confirm the accuracy of Your representations and warranties. You must cooperate with this confirmation and provide complete access to any information We believe necessary.
- F. You agree that updating representations, warranties, promises, documents and other information will not cure a breach of any representation or warranty made by You that was not true and complete.
- G. You agree that Our obligation to You under this Contract is strictly limited to the requirement to pay You what We owe You under the terms of this Contract, after receipt and approval of the Closing Documents, final underwriting approval and Court Approval. Under no circumstances will We be liable for any consequential damages.
- H. You hereby appoint Us and any of Our designees, with full power of substitution as your Attorney in Fact, to act in Your name and place for the purpose of assigning and transferring ownership of any and all right, title and interest that You have in the Purchased Payments and for Us to obtain all benefits contemplated by this transaction. You also give Us full authority to act in any way proper and necessary to exercise this Attorney in Fact appointment including, but not limited to: (1) negotiating, endorsing and executing checks, drafts and other instruments in Your name; and (2) instituting, maintaining, compromising, settling and terminating any litigation or other proceedings related to the Purchased Payments. This power of attorney is coupled with an interest and shall survive death or disability.

5. CANCELLATION BY US

We may cancel this Contract before the Funding Date if:

- A. You breach any representation, warranty, or promise in any Contract Documents or Closing Documents.
- B. The petition for the Court Order is contested, opposed, or not approved.
- C. We are sued or threatened with a lawsuit or an arbitration about this Contract or the Annuity Policy.
- D. There is any threatened, pending, or final action, or change in law or rule challenging the legality of, or negatively affecting this transaction.
- E. You file for, or are forced into bankruptcy.
- F. You die.
- G. Final approval has not been given by Our underwriting department.
- H. The Purchase Contract is not signed by You and received back by Us by September 11, 2017.
- I. A major rating agency downgrades the Issuer's credit rating.
- J. The Issuer is, or becomes insolvent, or under regulatory supervision.
- K. With respect to A through J above, to the extent permitted by applicable law, the arbitration provision in Section 9 of this Contract shall survive the termination, cancellation or rescission of this Contract.

6. CANCELLATION BY YOU

- A. (1) YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS AFTER THE DATE YOU RECEIVE PAYMENT HEREUNDER FROM US. IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, YOU MUST SEND A NOTICE POSTMARKED AT ANY TIME WITHIN FIVE BUSINESS DAYS AFTER YOU RECEIVE PAYMENT HEREUNDER FROM US (This is the rescission period).

(2) YOUR NOTICE IS TO BE SENT EITHER BY CERTIFIED OR REGISTERED MAIL (RETURN RECEIPT REQUESTED) OR FEDEX OR ANOTHER MAJOR OVERNIGHT DELIVERY SERVICE. THE

NOTICE MUST INCLUDE A BANK OR CERTIFIED CHECK MADE PAYABLE TO US, IN THE FULL AMOUNT RECEIVED BY YOU. YOUR NOTICE MUST BE SENT TO:

J.G. Wentworth Originations, LLC
Attention: Manager of Operations
3993 Howard Hughes Parkway, Suite 250
Las Vegas, NV 89169-6754

- B. GEORGIA RESIDENTS: YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO 5:00 P.M. OF THE TWENTY-FIRST DAY FOLLOWING RECEIPT OF THE ENCLOSED "NOTICE OF CANCELLATION RIGHTS" FORM, OR AT THE HEARING ON THE APPLICATION FOR AUTHORIZATION OF A TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS, OR AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS AFTER YOU RECEIVE PAYMENT HEREUNDER FROM US, WHICHEVER EVENT OCCURS LAST (This is the Georgia rescission period). IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, YOU MUST SIGN THE ENCLOSED "NOTICE OF CANCELLATION RIGHTS" FORM AND MAIL OR DELIVER IT TO US AS SPECIFIED IN THAT NOTICE AND YOU MUST RETURN ALL AMOUNTS (PURCHASE PRICE OR OTHERWISE) RECEIVED BY YOU ACCORDING TO THE REQUIREMENTS OF 6 (A) (2) ABOVE.
- C. WEST VIRGINIA RESIDENTS: IN ORDER FOR YOUR CANCELLATION TO BE EFFECTIVE, YOUR NOTICE CAN BE SUBMITTED VIA PHONE, MAIL, OR FACSIMILE. ANY AMOUNTS ADVANCED BY US IN CONTEMPLATION OF THE TRANSFER SHALL BE IMMEDIATELY REFUNDED TO US. IF YOU DISMISS YOUR ACTION AFTER APPOINTMENT OF A GUARDIAN AD LITEM, OR RESCIND YOUR TRANSFER AGREEMENT (PURCHASE CONTRACT) WITHIN THE RESCISSION PERIOD IN 6(A) (1) ABOVE, YOU SHALL BE RESPONSIBLE FOR THE FILING FEE AND ANY GUARDIAN AD LITEM FEES.
- D. With respect to A through C above, to the extent permitted by applicable law, the arbitration provision in Section 9 of this Contract shall survive the termination, cancellation or rescission of this Contract.

7. NOTICES

- A. All notices about this Contract must be in writing.
- B. All notices must be sent either by: (1) certified or registered mail (return receipt requested); or (2) FedEx or another major overnight delivery service with a delivery tracking system and are considered given when delivered as follows: If to You: to the most recent address for You listed in Our files. If to Us: to the address listed in Section 6(A) (2) of this Contract.

8. EVENTS OF DEFAULT

You will be in default if You:

- A. fail to comply with any terms or conditions of this Contract; or
- B. breach any of Your representations, warranties and promises in this Contract.

If You are in default, even if You have not rejected the arbitration provision (see Section 9 of this Contract), We have the right to enforce Our rights against You in court to make You perform Your promises or to get money from You. If We sue You in court in connection with a Claim that is subject to arbitration under the arbitration provision in Section 9 of this Contract, and You have not rejected the arbitration provision, You will have the option of remaining in court or seeking to compel arbitration of that Claim under the terms of the arbitration provision.

9. ARBITRATION PROVISION

To the extent permitted by applicable law, You and We agree to the following arbitration provision.

YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION PROVISION AS SET FORTH BELOW. If You do not reject this arbitration provision and a Claim is arbitrated, You will not have the right to: (1) have a court or a jury decide the Claim; (2) engage in information gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

Claims Subject to Arbitration. A "Claim" subject to arbitration is any claim, dispute or controversy between You and Us (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present or future, which arises out of, or relates to the Contract, the negotiations related thereto, the breach thereof or any other transaction conducted with us in connection with the Contract. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and includes claims for money damages and injunctive or declaratory relief. Upon the demand of You or Us, Claim(s) will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this arbitration provision.

Special Definitions. Solely for purposes of this arbitration provision, in addition to the meanings set forth in this Contract: (1) "We," "Us" and "Our" also (a) refer to Our employees, officers, directors, parents, controlling persons, subsidiaries and affiliates and (b) apply to third parties if You assert a Claim against such third parties in connection with a Claim you assert against Us; and (2) "You" or "Your" also refer to Your current or former spouse(s), children, heirs, estate, executors, successors, assigns, representatives and beneficiaries.

Excluded Claim or Proceeding. Notwithstanding the foregoing, "Claim" does not include any dispute or controversy about the validity, enforceability, coverage or scope of this arbitration provision or any part thereof (including, without limitation, the "Class Action Waiver" set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the Contract as a whole is for the arbitrator, not a court, to decide. In addition, We will not require You to arbitrate any individual action brought by You in small claims court or Your state's equivalent court, unless such action is transferred, removed, or appealed to a different court.

Federal Arbitration Act. Notwithstanding any other provision in this Contract, You and We agree that this Contract evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of the state of Your domicile (where You regularly reside on the Contract Date) shall apply.

Class Action Waiver. Notwithstanding any other provision of this Contract, if a Claim is arbitrated, neither You nor We will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other Persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision (provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including You. This means that We will not have the right to compel arbitration of any claim brought by such an agency). The Class Action Waiver is nonseverable from this arbitration provision. If the Class Action Waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver.

Arbitration Procedures. If You or We seek to arbitrate a Claim, the Party seeking arbitration must notify the other Party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit, such as a motion to compel arbitration. Otherwise, Your notice must be sent to Us at the address specified in Section 6 (A) (2) of this Contract and Our notice must be sent to the most recent address for You in our files. Any arbitration hearing that You attend will take place in a venue of Your domicile. If a Party files a lawsuit in court asserting Claim(s) that are subject to arbitration, and the other Party files a motion to compel arbitration with the court, which is granted, it will be the responsibility of the Party prosecuting the Claim(s) to select an arbitration administrator in accordance with the paragraph below and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

The arbitration will be administered by the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 1-800-778-7879 or JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, 1-800-352-5267. The rules and forms of the AAA and JAMS may be obtained by writing to these organizations at the addresses listed above. If the AAA and JAMS are unable or unwilling to serve as administrator, the Parties may agree upon another administrator or, if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all Parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this arbitration provision. In the event of a conflict between the provisions of this arbitration provision, on the one hand; and other provisions of this Contract or any applicable rules of the AAA or JAMS or other administrator used, on the other hand, the provisions of this arbitration provision shall control.

A single arbitrator will be appointed by the administrator and must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. The arbitrator will honor statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator will follow this Contract and the applicable substantive law, consistent with the FAA and this Contract, that would apply if the matter had been brought in court. At Your written request, we will pay all filing, hearing and/or other fees charged by the administrator and arbitrator to You for Claim(s) asserted by You in arbitration after You have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which You reside. (If You have already paid a filing fee for asserting the Claim(s) in court, You will not be required to pay that amount again). In addition, the administrator may have a procedure whereby You can seek a waiver of fees charged to You by the administrator and arbitrator. We will always pay any fees or expenses that We are required to pay by law or the administrator's rules or that We are required to pay for this arbitration provision to be enforced. The arbitrator will have the authority to award attorneys' and expert witness fees and costs to the extent permitted by this Contract, the administrator's rules or applicable law. The arbitrator will always award You reasonable attorneys' and expert witness fees and costs (a) if and to the extent You prevail on Claims you assert against Us in an arbitration commenced by You and (b) to the extent required under applicable law for this arbitration provision to be enforced. The arbitrator shall write a brief explanation of the grounds for the decision. A judgment on the award may be entered by any court having jurisdiction.

Severability and Survival. If any part of this arbitration provision, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. To the extent permitted by applicable law, this arbitration provision shall survive the termination, cancellation or rescission of this Contract.

Effect of Arbitration Award. The arbitrator's award shall be final and binding on all Parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either Party exceeding \$50,000, any Party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing Party. The decision of the panel shall be by majority vote. Reference in this arbitration provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph titled "Arbitration Procedures." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

Right to Reject Arbitration Provision. You may reject this arbitration provision by sending Us written notice of Your decision so that We receive it at the address listed below within forty-five (45) days of the Contract Date. Such notice must be sent by certified or registered mail (return receipt requested) or by FedEx or another major overnight delivery service with a delivery tracking system; must include a statement that You wish to reject the arbitration provision along with Your name, address, Account I.D. number and Your signature; and must be delivered to Us at the address specified in Section 6 (A) (2) of this Contract. This is the sole and only method by which You can reject this arbitration provision. Upon receipt of a rejection notice, We will reimburse You for the standard cost of a certified or registered letter or overnight delivery. Rejection of this arbitration provision will not affect any other terms of this Contract and will not result in any adverse consequence to You. You agree that Our business records will be final and conclusive with respect to whether You rejected this arbitration provision in a timely and proper fashion. **This arbitration provision will apply to You and Us unless you reject it by providing proper and timely notice as stated herein.**

10. MISCELLANEOUS

- A. You give Us permission to conduct background checks on You, including obtaining information from the credit bureaus, in order to verify Your legal residence, contact information, and any other information We deem necessary for this transaction. We can also search records for UCC filings, bankruptcy filings, judgments, liens and child support obligations against You.
- B. This Contract is the entire agreement between You and Us.
- C. If there is more than one of Us or You, this Contract applies to all of those people together, and to each of them on their own.
- D. Both Parties must agree in writing to any change to this Contract or waiver of its terms.
- E. Except as set forth in the arbitration provision in Section 9 of this Contract, if a court undoes any part of this Contract, the rest of the Contract remains valid.
- F. You cannot voluntarily or involuntarily sell, assign, or transfer this Contract, or any of Your rights or duties under this Contract. Any such action taken by You in violation of this section shall be void and of no effect.
- G. Except as otherwise required by applicable law, the law of the state of Your domicile (where You regularly reside on the Contract Date) will govern this Contract and disputes under this Contract shall be determined in Your domicile State (where You regularly reside on the Contract Date).
- H. This Contract also holds responsible Your heirs, and executors. This Contract benefits only You and Us, and no one else. However, if properly assigned by Us, this Contract will bind and benefit Our successors and assigns.
- I. Failure to enforce any provision of this Contract is not a waiver of that provision.
- J. The Parties may sign this Contract in one or more counterparts. Each counterpart will be considered an original. All counterparts will form one Contract. A facsimile, pdf or other electronic copy of the signed Contract or any counterpart will be considered an original and treated as such in any court [or arbitration] proceeding.
- K. We have investigated the proposed transfer of the Purchased Payments and, in light of information available to Us, have identified no violation of any applicable state or federal law.
- L. You will not receive an IRS Form 1099 from Us.
- M. Titles and headings in this Contract are for convenience only. Do not use them to interpret this Contract.
- N. Except as otherwise set forth in this Contract (including the arbitration provision in Section 9 of this Contract), You and We will pay our respective costs and expenses in carrying out this Contract.
- O. You give Us permission to request from our Affiliates information and documentation You have previously provided to them which we deem necessary for this transaction, including, bankruptcy filings, judgments, settling documents, annuity documents, liens, child support obligations, divorce documents.

You and We, intending to be legally bound, have signed this Contract as of the Contract Date below, and agree to all of its terms and conditions, including the arbitration provision.

By signing below, You also acknowledge that You were advised by Us in writing, that You should obtain independent legal advice and professional tax advice about the sale of the Purchased Payments and to have those advisors review with You, the terms and legal, tax and other effects of this Contract.

SELLER:

DocuSigned by:
Jeremy Dufresne
2E75E99EC18845E...



Jeremy Dufresne

8/11/2017

Date

SELLER'S SPOUSE (if applicable)



Spouse

Date

US: J.G. Wentworth Originations, LLC

Lori J Borowski

BY: _____
Lori Borowski, Vice President

VERMONT
DISCLOSURE STATEMENT

We will purchase the following payments (Purchased Payments) from You:

A) 1 payment of \$75,000.00 on June 13, 2028

(The remainder of the page intentionally left blank)

The aggregate amount of the Purchased Payments is \$75,000.00.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 2.20% is \$59,191.87. The discounted present value is the calculation of the current value of the transferred structured settlement payments (Purchased Payments) under federal standards for valuing annuities.

The gross amount payable to seller (You) is \$29,000.00.

No other expenses are incurred by You.

The net amount payable to the seller (You) is \$29,000.00.

Based on the net amount that You will receive in payment from Us and the amounts and timing of the structured settlement payments that You are selling to Us, this is the equivalent of interest payments to Us at a rate of 9.13% per year. PLEASE NOTE THAT THIS IS NOT A LOAN, BUT A SALE OF PAYMENT RIGHTS AND THE INTEREST FIGURE IS ONLY PROVIDED AS AN ILLUSTRATION OF THE ECONOMIC IMPACT OF THE SALE.

Notice of Cancellation Rights:

You may cancel without penalty or further obligation, not later than the fifth business day after Your receipt of payment from Us under the transfer agreement (Purchase Contract).

Please be advised there are no penalties or liquidated damages payable by You in the event of any breach of the transfer agreement (Purchase Contract) by You.

By signing below, You are confirming receipt of this Disclosure Statement at least 10 days prior to You executing the transfer agreement (Purchase Contract).

DocuSigned by:
Jeremy Dufresne
2B75E99EC18845E



JEREMY DUFRESNE

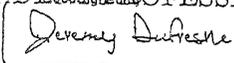
Please complete and sign.

STATEMENT OF PROFESSIONAL REPRESENTATION

Please Choose Either Box A **OR** Box B Below.

After you have made your choice, SIGN AND DATE the appropriate box signature line.
YOU SHOULD SIGN ONLY ONE BOX - THE BOX YOU HAVE CHOSEN.

A. I HAVE BEEN ADVISED BY J.G. WENTWORTH ORIGINATIONS, LLC ("JGW") THAT I SHOULD OBTAIN INDEPENDENT PROFESSIONAL REPRESENTATION CONCERNING THE LEGAL, TAX AND/OR FINANCIAL IMPLICATIONS OF THIS TRANSACTION. I FULLY UNDERSTAND THE PURCHASE AGREEMENT AND THE EFFECTS OF THE TRANSACTION AND I DO NOT WISH TO SEEK OUT SUCH INDEPENDENT PROFESSIONAL REPRESENTATION.


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7/31/2017

JEREMY DUFRESNE

Date

B. I HAVE OBTAINED INDEPENDENT REPRESENTATION AND I FULLY UNDERSTAND THE LEGAL, TAX AND/OR FINANCIAL IMPLICATIONS OF THE TRANSACTION, THE PURCHASE AGREEMENT AND THE RELATED DOCUMENTS. I WAS NOT REFERRED TO MY PROFESSIONAL ADVISOR BY JGW. THE NAME OF MY PROFESSIONAL ADVISOR IS SET FORTH BELOW:

7/31/2017

JEREMY DUFRESNE

Date

*To Be Completed By Certified Professional Advisor
Only if you have signed Box B Above*

Law Firm Name: _____ Name of Professional: _____
Phone Number: () _____ Attorney ID # _____
Address: _____

EIN # _____

I have personally met with and have provided independent professional advice to _____ in respect of the Purchase Contract with JGW and the transaction contemplated thereby. Jeremy Dufresne was referred to me by the _____.

Professional's Signature

Date

LIST OF DEPENDENTS

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

I have dependent(s) as listed below:

Name of Dependent	Relationship	DOB	Age

If no dependent(s), please check this box

DocuSigned by:
Jeremy Dufresne

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Jeremy Dufresne

7/28/2017

Date



J.G. WENTWORTH.

July 31, 2017

Farmers New World Life Insurance Company
3003 77th Avenue Southeast
Mercer Island, WA 98040-2890
Attn: Legal Department/Structured Settlements

Farmers Services Corporation
3003 77th Avenue Southeast
Mercer Island, WA 98040-2890
Attn: Legal Department/Structured Settlements

RE: Notice of Sale/Assignment of Payment Rights
Your Contract #: S00083496
Payee: Jeremy Dufresne

Dear Insurer:

Please be advised that J.G. Wentworth Originations, LLC and/or its successors and assigns, have entered into a transaction with the above-referenced annuitant who is seeking to transfer certain of his/her rights to the payments scheduled to be received under the above-referenced annuity policy. We are currently seeking court approval pursuant to the applicable structured settlement transfer statute. Pursuant to the statute, please note the following information about the Purchaser:

J.G. Wentworth Originations, LLC
201 King of Prussia Road, Suite 200
Radnor, PA 19087
Tax ID # 88-0513164

PLEASE NOTE: No payments under this annuity should be held until the courts have entered a final order and we have forwarded this order to you.

Very truly yours,

J.G. Wentworth Originations, LLC

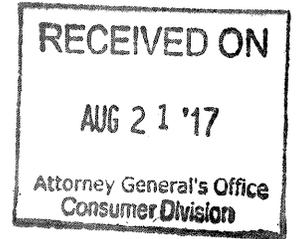
By:

Lori Borowski, Vice President

201 KING OF PRUSSIA ROAD, SUITE 200 • RADNOR, PA 19087
PHONE: (800) 790-4016 • FAX: (866) 455-8067

E15

WELLS LAW OFFICE
POST OFFICE BOX 250
WESTMINSTER, VERMONT 05158
TEL 802-722-4000
FAX 802-722-4005



14 August 2017

Vermont Attorney General's Office
109 State Street
Montpelier, Vermont 05609-1001

RE: Application for Approval of Transfer of Structured Settlement Payments by and between JG Wentworth Originations LLC and Jeremy Dufresne
CERTIFIED MAIL RETURN RECEIPT REQUESTED

Superior court of Vermont, Washington Unit – Civil Division
Docket Number: 445-8-17 Wncv

Dear Gentlemen/Ladies:

I represent JG Wentworth Originations LLC pursuant to applicable statutes, please accept this letter for filing notice that the above named has applied for a transfer of structured settlement payments to my client. Enclosed you will find a copy of the Application for filing pursuant to 9 VSA §2480ff(c). Also I have enclosed a copy of the hearing notice.

Should you have any questions at all about this process, please feel free to contact my office at the above number. I appreciate your time and consideration.

Sincerely,

Timothy J. Wells, Esq.

STATE OF VERMONT
WASHINGTON UNIT

SUPERIOR COURT
CIVIL DIVISION

In re:)
JG Wentworth Originations, LLC)
Applicant -Transferee.)
And)
Jeremy Dufresne) Docket # _____-8-17 Wncv
Payee - Transferor) *445-8-14 Wncv.*

NOTICE OF HEARING DATE AND DEADLINE

TO the following:

Farmers New World Insurance Company
3003 77th Avenue Southeast
Mercer Island, WA 98040-2890
Attn: Legal Dept/Structured Settlements

Farmers Services Corporation
3003 77th Avenue Southeast
Mercer Island, WA 98040-2890
Attn: Legal Dept/Structured Settlements

Vermont Attorney General's Office
109 State Street
Montpelier, Vermont 05609-1001

Vermont Office of Child Support
280 State Drive
Waterbury, Vermont 05671-1060

Vermont Department of Taxes
Attn: Will S. Baker, Esq.
PO Box 429
133 State Street
Montpelier, VT 05633-1401

Jeremy Dufresne
Barre, VT 05641

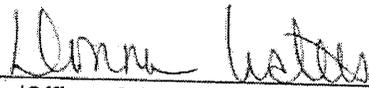
PLEASE TAKE NOTICE that on the following date and time the Application for Approval of the Transfer of Structured Settlement Payment Rights by and between the above named shall be heard:

BEFORE: Presiding Superior Court Judge
PLACE: Washington County Courthouse
Vermont Superior Court - Washington Civil Division
65 State Street,
Montpelier, VT 05602
Phone: 802-828-2091

DATE: SEPTEMBER 18, 2017
TIME: 3:15 p.m. O'clock

Any interested parties shall have the right to file a response to said application. Any interested party is further advised that it is entitled to support, oppose, or otherwise respond to the application, by attending the hearing either in person or by counsel, by submitting written comments to the Court and counsel prior to the hearing, or by otherwise participating in the hearing. Written responses to the application may be filed with the Court, with copies to applicant's counsel Wells Law Office PO Box 250, Westminster, Vt 05158 WellsLawVt@aol.com at any time prior to the hearing date in order to be considered by the Court.

Dated this ___ day of August 2017.



Judge/Office of the Court Clerk

STATE OF VERMONT
WASHINGTON UNIT

SUPERIOR COURT
CIVIL DIVISION

In Re:

JG Wentworth Originations, LLC

Applicant - Transferee. - DOCKET NUMBER: ____-8-17 Wncv

and

Jeremy Dufresne

Payee - Transferor, -

APPLICATION FOR APPROVAL OF THE TRANSFER OF STRUCTURED
SETTLEMENT PAYMENT RIGHTS BY AND BETWEEN PAYEE AND APPLICANT
TRANSFEREE ABOVE NAMED

COMES NOW, the Applicant Transferee and pursuant to 9 VSA 2480aa, et seq., files this Application seeking approval of certain structured settlement payment rights, and in support thereof, states as follows:

1. This Application is filed pursuant to 9 VSA 2480aa, et seq. (the Vermont Transfer Act), seeking court approval of the transfer of a structured settlement payment right.
2. The "Transferor" "Payee" is domiciled in Vermont and resides in the county in which the above captioned Superior Court, Civil Division is located. The Applicant, transferee above named, is a Nevada limited liability company with an address of 3993 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89169-6754.
3. The annuity issuer, Farmers New World Life Insurance Company is a corporation, which is domiciled in Washington and the annuity obligor, Farmers Services Corporation is a corporation, which is also domiciled in Washington.
4. As a result of the settlement of a personal injury claim (medical malpractice), the Payee is entitled to receive certain structured settlement payments. The terms of the settlement provide that the Payee is to receive periodic sum payments. The "Periodic Payments").
5. In order to fund its obligation to make the settlement payments to the transferor, the Structured Settlement Obligor or its predecessor purchased

a commercial annuity from the Annuity Issuer or its predecessor bearing contract Number S00083496 (the "Annuity").

6. Federal law as codified in 26 USC § 5891 et. seq. requires that in order to avoid the imposition of a 40% excise tax, the transfer of structured settlement payments rights must be approved by a Qualified Order. Federal law defines a Qualified Order as, in pertinent part, the order of a court issued by the state where the payee, resides provided that such state has adopted a structured settlement transfer statute which in this case is Vermont.

7. Vermont has adopted a structured settlement transfer statute i.e. 9 VSA §2480aa et seq.

8. The payee, desiring to receive an immediate net lump sum payment of \$29,000.00, agreed to transfer to the applicant transferee, or its assigns, the right to receive the following payment:

A) 1 payment of \$75,000.00 on June 13, 2028; (The "Assigned Payment").

9. The Transferor has completed and executed a Purchase Agreement (the "Transfer Agreement" as defined by the Transfer Act). A True copy the Transfer Agreement is attached hereto as Exhibit "A" and incorporated by reference herein in its entirety.

10. The Applicant Transferee above named timely provided to Transferor the required disclosures. A true and correct copy of the Disclosure Statement is attached hereto as Exhibit "B" and incorporated herein by reference in its entirety. The form, content, and typeface of the Disclosure Statement meet all of the requirements set forth in the Transfer Act.

11. The Transferor has established and verifies that the transfer is necessary, fair, reasonable, and appropriate, and in the best interests of the Transferor and the transferor's dependents if any taking into account the welfare and support of the payee's dependents if any, considering all relevant factors, including:

(A) the payee's ability to understand the financial terms and consequences of the transfer;

(B) the payee's capacity to meet his or her financial obligations, including the potential need for future medical treatment;

(C) the need, purpose, or reason for the transfer; and

(D) whether the transfer is fair and reasonable, considering the discount rate used to calculate the gross advance amount, the fees and expenses imposed on the payee, and whether the payee obtained more than one quote for the same or a substantially similar transfer.

The interests of the Transferor and the transferor's dependents if any would be better served with an immediate transfer of these funds and it is not expected to subject the Transferor and the transferor's dependents if any to undue or unreasonable financial hardship in the future.

12. The transferor was advised in writing by transferee to seek independent professional advice regarding the financial advisability of the transfer and the other financial options available to the payee, if any, and that the payee has in fact received such advice; or such advice is unnecessary for good cause shown. See "Statement of Professional Representation" attached hereto as Exhibit "C."

13. The transfer complies with all requirements of the Transfer Act and will not contravene other applicable law, statute or order of any court or other governmental authority.

14. List of transferor's dependents and their ages:

The transferor is single and has no dependents;

See List of dependents and ages attached hereto as Exhibit "D" and incorporated herein by reference in its entirety.

15. Prior Transfers:

To the best of the transferee's knowledge after making a reasonable inquiry to the payee, the structured settlement obligor, and the annuity issuer, there have been the following prior transfer regarding this annuity to which reference is hereby:

- A. Prior application approved by this court on 7/7/15 docket 198-3-15 Wncv the transfer of \$50,000.00 due 6/13/23 for the consideration of \$15,000.00;

Additionally, the transferor has made five transfers of other annuities approved by this court in docket numbers 97-2-15 Wncv, 242-4-15 Wncv, 691-10-15 Wncv, 226-4-16 Wncv and 199-3-17 Wncv

16. The Transferee will provide proper notice to all interested parties upon receipt of an Order setting this matter for hearing.

17. Notice has been provided to the annuity issuer and structured settlement obligor of transferee's name, address and taxpayer identification number. (attached as Exhibit "E").

18. Remaining Payments: If this transfer is approved the following payments shall be remaining on this annuity:

\$30,000.00 on 6/13/2018

\$100,000.00 on 6/13/2033

\$200,000.00 on 6/13/2038

\$100,000.00 on 6/13/2043

\$147,000.00 on 6/13/2058.

WHEREFORE, the applicant respectfully requests the honorable court, after conducting a hearing on the application, as follows:

A) To determine that independent professional advice to the payee regarding the financial advisability of the transfer and the other financial options available to the payee, if any, is unnecessary for good cause shown pursuant to subdivision 9 VSA 2480dd (a) (2) of this title;

B) To approve the transfer; and

C) For such other relief as seems just.

Dated this 1st day of August 2017.

Wells Law Office
Attorney for Applicant

By:

Timothy J. Wells

Timothy J. Wells, Esq.
PO Box 250
Westminster, VT 05158
(802) 722-4000
WellsLawVt@aol.com

Jeremy Dufresne to JG Wentworth Originations LLC
August 2017 (Farmers)

INDEX TO EXHIBITS ATTACHED TO THE APPLICATION

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
A.	Transfer Agreement	1-10
B.	Disclosure Statement	11-12
C.	Statement of Professional Representation	13
D.	List of Dependents	14
E.	Notice to Annuity Issuer and Obligor	15

PURCHASE CONTRACT

This is a Purchase Contract ("Contract") for the sale of structured settlement payments between
Jeremy Dufresne (You, Your), and J.G. Wentworth Originations, LLC (We, Us, Our)
3993 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89169-6754.

BACKGROUND

- A. In connection with the resolution of a personal injury claim, You or someone acting for You, signed a Settlement Agreement that entitles You to receive certain future payments ("Settlement Payments"), according to a set schedule.
- B. Those Settlement Payments are being paid to You from an annuity policy ("Annuity Policy") purchased by the Person responsible for making the Settlement Payments to You ("Obligor").
- C. Rather than wait for the Settlement Payments to be made to You in the future, You want to sell all or some of those Settlement Payments ("Purchased Payments") to Us now for a lump sum.
- D. **THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH YOU SHOULD READ CAREFULLY, AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW DISPUTES BETWEEN YOU AND US ARE RESOLVED.**

DEFINED WORDS

Certain words used in this Contract have specific meanings, shown below.

Affiliate	An entity controlled by, controlling, or under common control with, another entity.
Annuity Policy	The policy purchased by the Obligor to ensure that the Settlement Payments are made to You as required by the Settlement Agreement.
Closing Documents	Any documents necessary to carry out the purchase of the Purchased Payments, other than the "Contract or Contract Documents" as defined below.
Contract or Contract Documents	Collectively, only this Contract and the Disclosure Statement.
Contract Date	The date Your signature at the end of this Contract is E-signed and date stamped. However, if You happen to sign this Contract before the number of days stated at the end of Your Disclosure Statement for waiting has passed, You will have no obligation under Your Contract until that time has passed.
Court Order	A legally binding ruling issued by a judge or properly empowered administrative officer, approving the sale of the Purchased Payments to Us ("Court Approval").
Disclosure Statement	The document which identifies for You, the Purchased Payments, expenses, Purchase Price and various other disclosures.
Encumbrance	Any claim, right, lien, policy loan, or restriction. In addition, this includes any limits on rights of ownership (such as the use, voting, transfer, receipt of income, etc.).
Funding Date	The date We pay You the Net Purchase Price.
Issuer	The insurance company that issued the Annuity Policy.

A

Obligor	The Person who is obligated to make payments to You under the Settlement Agreement.
Party	One of You or Us. Parties means both You and Us.
Person	Any natural person or legal entity.
Purchased Payments	Only those certain payments that We are purchasing from You under this Contract.
Purchase Price:	
Gross Purchase Price	The amount shown as the "gross amount payable to the seller (You)" on the Disclosure Statement. This is the sum We have agreed to pay You <i>before</i> any deductions as set forth in the Contract Documents.
Net Purchase Price	The amount shown as the "net amount payable to the seller (You)" on the Disclosure Statement. This is the sum We have agreed to pay You <i>after</i> any deductions as set forth in the Contract Documents.
Settlement Agreement	The agreement that You and the Obligor signed to resolve Your personal injury claim.
Settlement Payments	All of the payments that the Obligor has agreed to make to You in the Settlement Agreement.
We, Our, or Us	J.G. Wentworth Originations, LLC, along with any of its successors, assigns, and designees. Some of the Contract Documents or Closing Documents may refer to Us as the purchaser.
You or Your	The Person named on this Contract's first page. Some of the Contract Documents or Closing Documents may refer to You as the seller.

You and We agree as follows:

1. SALE OF THE PURCHASED PAYMENTS

- A. Upon the signing of this Contract and subject to certain conditions including Court Approval, You sell, transfer and assign to Us the right to receive the Purchased Payments specifically identified in the Disclosure Statement.
- B. We will pay You the Net Purchase Price as agreed to in the Contract Documents, subject to certain conditions, including meeting Our underwriting requirements, Court Approval and satisfactory completion of the Closing Documents. We will do this in exchange for You:
- selling the Purchased Payments to Us;
 - changing the beneficiary of the Annuity Policy to Your estate and not changing it again until We have been paid all of the Purchased Payments;
 - having any current beneficiaries waive their rights to the Purchased Payments; and
 - fulfilling Your promises under this Contract.
- C. If We are buying only a portion of Your payments, this will have no effect upon Your rights in the unsold portion. You will continue to receive the unsold portion unless You have already sold or encumbered that portion. However, sometimes the Issuer, the Obligor or the court may require Us to receive the entire amount of Your payment. If so, We will then forward the portion of the payment still due to You and You hereby agree to this payment servicing arrangement.

2. PURCHASE PRICE

- A. The Gross and Net Purchase Prices are shown on the Disclosure Statement and are fair and acceptable to You and Us.

- B. We will pay You the Net Purchase Price in the manner You designate for Us.
- C. Before we pay You, You agree that We will adjust for the following amounts, *if applicable*:
- Purchased Payments Owed to Us – The Issuer may have already paid You some of the Purchased Payments before We have paid You for them. If that happens, We will deduct the amount of those Purchased Payments.
 - Holdbacks – Due to possible delays in the Issuer beginning to make the Purchased Payments to Us instead of You, We will hold back an amount equal to any Purchased Payments that the Issuer owes Us post Court Approval, that are due within 90 days of the Funding Date. If We subsequently receive those particular Purchased Payments directly, We will return the amount of any related holdback to You.
 - Payment of Debts Owed – If You owe any past due child support, bankruptcy payoffs or taxes, or have any judgments or liens against You or Your assets, We may pay those amounts and deduct them from the amount We pay You, and You hereby provide Us with specific authority to take such action. We will provide You with notice of the amounts that We are going to pay, prior to actual payment.
- D. If any Purchased Payments are mistakenly sent to You after We have paid You for them, You will immediately contact Us. If We then determine that any deductions or holdbacks as set forth above are not enough to reimburse Us, We will advise You of the amount You owe Us. You agree to immediately send that amount to Us by bank or certified check.

3. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to Us the following:

- A. You understand that THIS IS A SALE AND NOT A LOAN.
- B. The Annuity Policy is in full force, You are the sole and undisputed recipient of the right to the Purchased Payments, have the right to sell them free and clear of any Encumbrances and have not previously sold any of the Purchased Payments to any other Person.
- C. You understand that Court Approval is required for this purchase; and You agree to fully cooperate with Us to obtain that approval.
- D. You gave Us all requested information and signed all documents necessary to complete the purchase. Every statement made by You in the Contract Documents and Closing Documents is true and complete.
- E. No law, divorce decree or other legal obstacle:
- requires You to keep the Purchased Payments for the benefit of a current or former spouse, dependent children, or other person; or
 - legally prevents You from contracting with Us, selling the Purchased Payments or changing the Annuity Policy's beneficiary.
- F. Either:
- You have never filed for bankruptcy, will not do so before the Funding Date and there are no lawsuits or efforts by any of Your creditors to put You into bankruptcy or take any of the Purchased Payments; or
 - If You filed for bankruptcy, the Purchased Payments were not subject to the claims of Your creditors. You will give Us a copy of any of Your bankruptcy documents that We request including evidence of a final bankruptcy payoff or case closing, if any.
- G. We can rely on Your representations, warranties, and promises in this Contract. These representations, warranties, and promises are for Our benefit and the benefit of any future owners of the Purchased Payments. You understand that Our reliance on any intentional misrepresentation by You may result in Our enforcing Our rights against You in court.

- H. You had enough time to consider the sale of the Purchased Payments, understand the terms of the Contract Documents and Closing Documents (including the arbitration provision), are of legal contracting age and sound mind, not under the influence of drugs or alcohol, and freely and voluntarily, enter into this Contract and agree to all of its terms.
- I. You were advised by Us to obtain independent legal advice and professional tax advice about the sale of the Purchased Payments and to have those advisors review the terms and legal, tax and other effects of this Contract with You prior to Your execution of this Contract. You have also explored all appropriate financial options before entering into this transaction.
- J. We did not provide tax, financial, or legal advice to You about this Contract and have advised You that We may not refer You to any specific attorney for such purpose.
- K. If You are married, Your spouse understands all of the terms and conditions of this Contract including, but not limited to the fact that, after the Funding Date, You (and Your spouse) will not receive the same amount of money on the same payment schedule as You would have received under the Annuity Policy. Your spouse has been provided with all information relating to the transaction and has had every opportunity to review the terms of the transaction and to seek any advice relating thereto. Your Spouse also understands that he or she will be giving up any property or contract rights that he or she may have in the Purchased Payments.
- L. We may sell, transfer, or assign Our right to the Purchased Payments in a sale, securitization, or other financing transaction (resale). Any resale would involve disclosing certain information about You (including Your personal information) to the parties to a resale.
- M. Any future owner of the right to the Purchased Payments will have all of the same rights We have, including the right to the duties You owe Us under this Contract. This includes the right to make a claim against You for violating any of the representations, warranties, or promises You made in this Contract.

4. YOUR PROMISES TO US

Before and after the Funding Date:

- A. You will tell us right away if Your address or telephone number changes and do everything necessary, including completing and signing all documents to:
- sell the right to the Purchased Payments to Us;
 - change the beneficiary as required by this Contract; and
 - correct any documentation errors in the Contract Documents or Closing Documents.
- B. You will also tell Us if any of the following occurs:
- a violation of this Contract; or
 - anything that could negatively affect the Annuity Policy, the Purchased Payments, or this Contract.
- C. You will not:
- agree to sell the Purchased Payments to any Person other than Us;
 - change the Annuity Policy's beneficiary to any Person other than Your estate until We have collected all of the Purchased Payments; or
 - withdraw cash from, borrow against, or change the Annuity Policy.
- D. You will give Us information necessary to update Your representations, warranties, and promises in this Contract. You will also update any documents and information so they will be true and complete on the Funding Date.

- E. We are now, and will continue in the future, to rely on the representations and warranties You have given Us. We will confirm the accuracy of Your representations and warranties. You must cooperate with this confirmation and provide complete access to any information We believe necessary.
- F. You agree that updating representations, warranties, promises, documents and other information will not cure a breach of any representation or warranty made by You that was not true and complete.
- G. You agree that Our obligation to You under this Contract is strictly limited to the requirement to pay You what We owe You under the terms of this Contract, after receipt and approval of the Closing Documents, final underwriting approval and Court Approval. Under no circumstances will We be liable for any consequential damages.
- H. You hereby appoint Us and any of Our designees, with full power of substitution as your Attorney in Fact, to act in Your name and place for the purpose of assigning and transferring ownership of any and all right, title and interest that You have in the Purchased Payments and for Us to obtain all benefits contemplated by this transaction. You also give Us full authority to act in any way proper and necessary to exercise this Attorney in Fact appointment including, but not limited to: (1) negotiating, endorsing and executing checks, drafts and other instruments in Your name; and (2) instituting, maintaining, compromising, settling and terminating any litigation or other proceedings related to the Purchased Payments. This power of attorney is coupled with an interest and shall survive death or disability.

5. CANCELLATION BY US

We may cancel this Contract before the Funding Date if:

- A. You breach any representation, warranty, or promise in any Contract Documents or Closing Documents.
- B. The petition for the Court Order is contested, opposed, or not approved.
- C. We are sued or threatened with a lawsuit or an arbitration about this Contract or the Annuity Policy.
- D. There is any threatened, pending, or final action, or change in law or rule challenging the legality of, or negatively affecting this transaction.
- E. You file for, or are forced into bankruptcy.
- F. You die.
- G. Final approval has not been given by Our underwriting department.
- H. The Purchase Contract is not signed by You and received back by Us by September 11, 2017.
- I. A major rating agency downgrades the Issuer's credit rating.
- J. The Issuer is, or becomes insolvent, or under regulatory supervision.
- K. With respect to A through J above, to the extent permitted by applicable law, the arbitration provision in Section 9 of this Contract shall survive the termination, cancellation or rescission of this Contract.

6. CANCELLATION BY YOU

- A. (1) YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS AFTER THE DATE YOU RECEIVE PAYMENT HEREUNDER FROM US. IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, YOU MUST SEND A NOTICE POSTMARKED AT ANY TIME WITHIN FIVE BUSINESS DAYS AFTER YOU RECEIVE PAYMENT HEREUNDER FROM US (This is the rescission period).

(2) YOUR NOTICE IS TO BE SENT EITHER BY CERTIFIED OR REGISTERED MAIL (RETURN RECEIPT REQUESTED) OR FEDEX OR ANOTHER MAJOR OVERNIGHT DELIVERY SERVICE. THE

NOTICE MUST INCLUDE A BANK OR CERTIFIED CHECK MADE PAYABLE TO US, IN THE FULL AMOUNT RECEIVED BY YOU. YOUR NOTICE MUST BE SENT TO:

J.G. Wentworth Originations, LLC
Attention: Manager of Operations
3993 Howard Hughes Parkway, Suite 250
Las Vegas, NV 89169-6754

- B. GEORGIA RESIDENTS: YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO 5:00 P.M. OF THE TWENTY-FIRST DAY FOLLOWING RECEIPT OF THE ENCLOSED "NOTICE OF CANCELLATION RIGHTS" FORM, OR AT THE HEARING ON THE APPLICATION FOR AUTHORIZATION OF A TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS, OR AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS AFTER YOU RECEIVE PAYMENT HEREUNDER FROM US, WHICHEVER EVENT OCCURS LAST (This is the Georgia rescission period). IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, YOU MUST SIGN THE ENCLOSED "NOTICE OF CANCELLATION RIGHTS" FORM AND MAIL OR DELIVER IT TO US AS SPECIFIED IN THAT NOTICE AND YOU MUST RETURN ALL AMOUNTS (PURCHASE PRICE OR OTHERWISE) RECEIVED BY YOU ACCORDING TO THE REQUIREMENTS OF 6 (A) (2) ABOVE.
- C. WEST VIRGINIA RESIDENTS: IN ORDER FOR YOUR CANCELLATION TO BE EFFECTIVE, YOUR NOTICE CAN BE SUBMITTED VIA PHONE, MAIL, OR FACSIMILE. ANY AMOUNTS ADVANCED BY US IN CONTEMPLATION OF THE TRANSFER SHALL BE IMMEDIATELY REFUNDED TO US. IF YOU DISMISS YOUR ACTION AFTER APPOINTMENT OF A GUARDIAN AD LITEM, OR RESCIND YOUR TRANSFER AGREEMENT (PURCHASE CONTRACT) WITHIN THE RESCISSION PERIOD IN 6(A) (1) ABOVE, YOU SHALL BE RESPONSIBLE FOR THE FILING FEE AND ANY GUARDIAN AD LITEM FEES.
- D. With respect to A through C above, to the extent permitted by applicable law, the arbitration provision in Section 9 of this Contract shall survive the termination, cancellation or rescission of this Contract.

7. NOTICES

- A. All notices about this Contract must be in writing.
- B. All notices must be sent either by: (1) certified or registered mail (return receipt requested); or (2) FedEx or another major overnight delivery service with a delivery tracking system and are considered given when delivered as follows: If to You: to the most recent address for You listed in Our files. If to Us: to the address listed in Section 6(A) (2) of this Contract.

8. EVENTS OF DEFAULT

You will be in default if You:

- A. fail to comply with any terms or conditions of this Contract; or
- B. breach any of Your representations, warranties and promises in this Contract.

If You are in default, even if You have not rejected the arbitration provision (see Section 9 of this Contract), We have the right to enforce Our rights against You in court to make You perform Your promises or to get money from You. If We sue You in court in connection with a Claim that is subject to arbitration under the arbitration provision in Section 9 of this Contract, and You have not rejected the arbitration provision, You will have the option of remaining in court or seeking to compel arbitration of that Claim under the terms of the arbitration provision.

9. ARBITRATION PROVISION

To the extent permitted by applicable law, You and We agree to the following arbitration provision.

YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION PROVISION AS SET FORTH BELOW. If You do not reject this arbitration provision and a Claim is arbitrated, You will not have the right to: (1) have a court or a jury decide the Claim; (2) engage in information gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

Claims Subject to Arbitration. A "Claim" subject to arbitration is any claim, dispute or controversy between You and Us (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present or future, which arises out of, or relates to the Contract, the negotiations related thereto, the breach thereof or any other transaction conducted with us in connection with the Contract. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and includes claims for money damages and injunctive or declaratory relief. Upon the demand of You or Us, Claim(s) will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this arbitration provision.

Special Definitions. Solely for purposes of this arbitration provision, in addition to the meanings set forth in this Contract: (1) "We," "Us" and "Our" also (a) refer to Our employees, officers, directors, parents, controlling persons, subsidiaries and affiliates and (b) apply to third parties if You assert a Claim against such third parties in connection with a Claim you assert against Us; and (2) "You" or "Your" also refer to Your current or former spouse(s), children, heirs, estate, executors, successors, assigns, representatives and beneficiaries.

Excluded Claim or Proceeding. Notwithstanding the foregoing, "Claim" does not include any dispute or controversy about the validity, enforceability, coverage or scope of this arbitration provision or any part thereof (including, without limitation, the "Class Action Waiver" set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the Contract as a whole is for the arbitrator, not a court, to decide. In addition, We will not require You to arbitrate any individual action brought by You in small claims court or Your state's equivalent court, unless such action is transferred, removed, or appealed to a different court.

Federal Arbitration Act. Notwithstanding any other provision in this Contract, You and We agree that this Contract evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of the state of Your domicile (where You regularly reside on the Contract Date) shall apply.

Class Action Waiver. Notwithstanding any other provision of this Contract, if a Claim is arbitrated, neither You nor We will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other Persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision (provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including You. This means that We will not have the right to compel arbitration of any claim brought by such an agency). The Class Action Waiver is nonseverable from this arbitration provision. If the Class Action Waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver.

Arbitration Procedures. If You or We seek to arbitrate a Claim, the Party seeking arbitration must notify the other Party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit, such as a motion to compel arbitration. Otherwise, Your notice must be sent to Us at the address specified in Section 6 (A) (2) of this Contract and Our notice must be sent to the most recent address for You in our files. Any arbitration hearing that You attend will take place in a venue of Your domicile. If a Party files a lawsuit in court asserting Claim(s) that are subject to arbitration, and the other Party files a motion to compel arbitration with the court, which is granted, it will be the responsibility of the Party prosecuting the Claim(s) to select an arbitration administrator in accordance with the paragraph below and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

The arbitration will be administered by the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 1-800-778-7879 or JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, 1-800-352-5267. The rules and forms of the AAA and JAMS may be obtained by writing to these organizations at the addresses listed above. If the AAA and JAMS are unable or unwilling to serve as administrator, the Parties may agree upon another administrator or, if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all Parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this arbitration provision. In the event of a conflict between the provisions of this arbitration provision, on the one hand, and other provisions of this Contract or any applicable rules of the AAA or JAMS or other administrator used, on the other hand, the provisions of this arbitration provision shall control.

A single arbitrator will be appointed by the administrator and must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. The arbitrator will honor statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator will follow this Contract and the applicable substantive law, consistent with the FAA and this Contract, that would apply if the matter had been brought in court. At Your written request, we will pay all filing, hearing and/or other fees charged by the administrator and arbitrator to You for Claim(s) asserted by You in arbitration after You have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which You reside. (If You have already paid a filing fee for asserting the Claim(s) in court, You will not be required to pay that amount again). In addition, the administrator may have a procedure whereby You can seek a waiver of fees charged to You by the administrator and arbitrator. We will always pay any fees or expenses that We are required to pay by law or the administrator's rules or that We are required to pay for this arbitration provision to be enforced. The arbitrator will have the authority to award attorneys' and expert witness fees and costs to the extent permitted by this Contract, the administrator's rules or applicable law. The arbitrator will always award You reasonable attorneys' and expert witness fees and costs (a) if and to the extent You prevail on Claims you assert against Us in an arbitration commenced by You and (b) to the extent required under applicable law for this arbitration provision to be enforced. The arbitrator shall write a brief explanation of the grounds for the decision. A judgment on the award may be entered by any court having jurisdiction.

Severability and Survival. If any part of this arbitration provision, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. To the extent permitted by applicable law, this arbitration provision shall survive the termination, cancellation or rescission of this Contract.

Effect of Arbitration Award. The arbitrator's award shall be final and binding on all Parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either Party exceeding \$50,000, any Party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing Party. The decision of the panel shall be by majority vote. Reference in this arbitration provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph titled "Arbitration Procedures." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

Right to Reject Arbitration Provision. You may reject this arbitration provision by sending Us written notice of Your decision so that We receive it at the address listed below within forty-five (45) days of the Contract Date. Such notice must be sent by certified or registered mail (return receipt requested) or by FedEx or another major overnight delivery service with a delivery tracking system; must include a statement that You wish to reject the arbitration provision along with Your name, address, Account I.D. number and Your signature; and must be delivered to Us at the address specified in Section 6 (A) (2) of this Contract. This is the sole and only method by which You can reject this arbitration provision. Upon receipt of a rejection notice, We will reimburse You for the standard cost of a certified or registered letter or overnight delivery. Rejection of this arbitration provision will not affect any other terms of this Contract and will not result in any adverse consequence to You. You agree that Our business records will be final and conclusive with respect to whether You rejected this arbitration provision in a timely and proper fashion. This arbitration provision will apply to You and Us unless you reject it by providing proper and timely notice as stated herein.

10. MISCELLANEOUS

- A. You give Us permission to conduct background checks on You, including obtaining information from the credit bureaus, in order to verify Your legal residence, contact information, and any other information We deem necessary for this transaction. We can also search records for UCC filings, bankruptcy filings, judgments, liens and child support obligations against You.
- B. This Contract is the entire agreement between You and Us.
- C. If there is more than one of Us or You, this Contract applies to all of those people together, and to each of them on their own.
- D. Both Parties must agree in writing to any change to this Contract or waiver of its terms.
- E. Except as set forth in the arbitration provision in Section 9 of this Contract, if a court undoes any part of this Contract, the rest of the Contract remains valid.
- F. You cannot voluntarily or involuntarily sell, assign, or transfer this Contract, or any of Your rights or duties under this Contract. Any such action taken by You in violation of this section shall be void and of no effect.
- G. Except as otherwise required by applicable law, the law of the state of Your domicile (where You regularly reside on the Contract Date) will govern this Contract and disputes under this Contract shall be determined in Your domicile State (where You regularly reside on the Contract Date).
- H. This Contract also holds responsible Your heirs, and executors. This Contract benefits only You and Us, and no one else. However, if properly assigned by Us, this Contract will bind and benefit Our successors and assigns.
- I. Failure to enforce any provision of this Contract is not a waiver of that provision.
- J. The Parties may sign this Contract in one or more counterparts. Each counterpart will be considered an original. All counterparts will form one Contract. A facsimile, pdf or other electronic copy of the signed Contract or any counterpart will be considered an original and treated as such in any court [or arbitration] proceeding.
- K. We have investigated the proposed transfer of the Purchased Payments and, in light of information available to Us, have identified no violation of any applicable state or federal law.
- L. You will not receive an IRS Form 1099 from Us.
- M. Titles and headings in this Contract are for convenience only. Do not use them to interpret this Contract.
- N. Except as otherwise set forth in this Contract (including the arbitration provision in Section 9 of this Contract), You and We will pay our respective costs and expenses in carrying out this Contract.
- O. You give Us permission to request from our Affiliates information and documentation You have previously provided to them which we deem necessary for this transaction, including, bankruptcy filings, judgments, settling documents, annuity documents, liens, child support obligations, divorce documents.

You and We, intending to be legally bound, have signed this Contract as of the Contract Date below, and agree to all of its terms and conditions, including the arbitration provision.

By signing below, You also acknowledge that You were advised by Us in writing, that You should obtain independent legal advice and professional tax advice about the sale of the Purchased Payments and to have those advisors review with You, the terms and legal, tax and other effects of this Contract.

SELLER:

DocuSigned by:

Jeremy Dufresne

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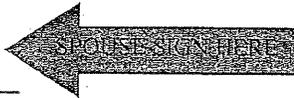


Jeremy Dufresne

7/28/2017

Date

SELLER'S SPOUSE (if applicable)



Spouse

Date

US: J.G. Wentworth Originations, LLC

Lori L. Borowski

BY:

Lori Borowski, Vice President

VERMONT
DISCLOSURE STATEMENT

We will purchase the following payments (Purchased Payments) from You:

A) 1 payment of \$75,000.00 on June 13, 2028

(The remainder of the page intentionally left blank)

The aggregate amount of the Purchased Payments is \$75,000.00.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 2.20% is \$59,191.87. The discounted present value is the calculation of the current value of the transferred structured settlement payments (Purchased Payments) under federal standards for valuing annuities.

The gross amount payable to seller (You) is \$29,000.00.

No other expenses are incurred by You.

The net amount payable to the seller (You) is \$29,000.00.

Based on the net amount that You will receive in payment from Us and the amounts and timing of the structured settlement payments that You are selling to Us, this is the equivalent of interest payments to Us at a rate of 9.13% per year. PLEASE NOTE THAT THIS IS NOT A LOAN, BUT A SALE OF PAYMENT RIGHTS AND THE INTEREST FIGURE IS ONLY PROVIDED AS AN ILLUSTRATION OF THE ECONOMIC IMPACT OF THE SALE.

Notice of Cancellation Rights:

You may cancel without penalty or further obligation, not later than the fifth business day after Your receipt of payment from Us under the transfer agreement (Purchase Contract).

Please be advised there are no penalties or liquidated damages payable by You in the event of any breach of the transfer agreement (Purchase Contract) by You.

By signing below, You are confirming receipt of this Disclosure Statement at least 10 days prior to You executing the transfer agreement (Purchase Contract).

DocuSigned by:
Jeremy Dufresne
2975E99EC18645E...



JEREMY DUFRESNE

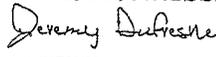
Please complete and sign.

STATEMENT OF PROFESSIONAL REPRESENTATION

Please Choose Either Box A **OR** Box B Below.

After you have made your choice, SIGN AND DATE the appropriate box signature line.
YOU SHOULD SIGN ONLY ONE BOX – THE BOX YOU HAVE CHOSEN.

A. I HAVE BEEN ADVISED BY J.G. WENTWORTH ORIGINATIONS, LLC ("JGW") THAT I SHOULD OBTAIN INDEPENDENT PROFESSIONAL REPRESENTATION CONCERNING THE LEGAL, TAX AND/OR FINANCIAL IMPLICATIONS OF THIS TRANSACTION. I FULLY UNDERSTAND THE PURCHASE AGREEMENT AND THE EFFECTS OF THE TRANSACTION AND I DO NOT WISH TO SEEK OUT SUCH INDEPENDENT PROFESSIONAL REPRESENTATION.


2B75E99EC18845E...

7/31/2017

JEREMY DUFRESNE

Date

B. I HAVE OBTAINED INDEPENDENT REPRESENTATION AND I FULLY UNDERSTAND THE LEGAL, TAX AND/OR FINANCIAL IMPLICATIONS OF THE TRANSACTION, THE PURCHASE AGREEMENT AND THE RELATED DOCUMENTS. I WAS NOT REFERRED TO MY PROFESSIONAL ADVISOR BY JGW. THE NAME OF MY PROFESSIONAL ADVISOR IS SET FORTH BELOW:

7/31/2017

JEREMY DUFRESNE

Date

*To Be Completed By Certified Professional Advisor
Only if you have signed Box B Above*

Law Firm Name: _____ Name of Professional: _____
Phone Number: (____) _____ Attorney ID # _____
Address: _____

EIN # _____

I have personally met with and have provided independent professional advice to _____ in respect of the Purchase Contract with JGW and the transaction contemplated thereby. Jeremy Dufresne was referred to me by the _____.

Professional's Signature

Date

LIST OF DEPENDENTS

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

I have dependent(s) as listed below:

Name of Dependent	Relationship	DOB	Age

If no dependent(s), please check this box

DocuSigned by:
Jeremy Dufresne
2B75E99EC18845E...

Jeremy Dufresne

7/28/2017

Date



July 31, 2017

Farmers New World Life Insurance Company
3003 77th Avenue Southeast
Mercer Island, WA 98040-2890
Attn: Legal Department/Structured Settlements

Farmers Services Corporation
3003 77th Avenue Southeast
Mercer Island, WA 98040-2890
Attn: Legal Department/Structured Settlements

RE: Notice of Sale/Assignment of Payment Rights
Your Contract #: S00083496
Payee: Jeremy Dufresne

Dear Insurer:

Please be advised that J.G. Wentworth Originations, LLC and/or its successors and assigns, have entered into a transaction with the above-referenced annuitant who is seeking to transfer certain of his/her rights to the payments scheduled to be received under the above-referenced annuity policy. We are currently seeking court approval pursuant to the applicable structured settlement transfer statute. Pursuant to the statute, please note the following information about the Purchaser:

J.G. Wentworth Originations, LLC
201 King of Prussia Road, Suite 200
Radnor, PA 19087
Tax ID # 88-0513164

PLEASE NOTE: No payments under this annuity should be held until the courts have entered a final order and we have forwarded this order to you.

Very truly yours,

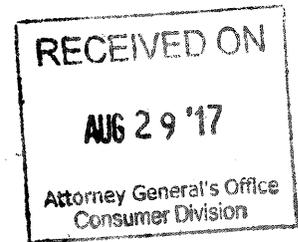
J.G. Wentworth Originations, LLC

By:

A handwritten signature in cursive script that reads 'Lori J. Borowski'.

Lori Borowski, Vice President

WELLS LAW OFFICE
POST OFFICE BOX 250
WESTMINSTER, VERMONT 05158
TEL 802-722-4000
FAX 802-722-4005
WellsLawVt@aol.com



25 August 2017

Vermont Attorney General
109 State Street,
Montpelier, VT 05620 – 1001

CERTIFIED MAIL RETURN RECEIPT REQUESTED

RE:

**Name of Case: JG Wentworth Originations LLC & Beverly Hawk-Weeks
Superior court of Vermont
Caledonia Unit – Civil Division
Docket Number: 164-7-17 Cacv**

Dear Gentlemen/Ladies:

I represent the transferee above named pursuant to applicable statutes, please accept this letter as notice that the payee/transferor above named has applied for a transfer of structured settlement payments to my client. Enclosed you will find a copy of the notice of hearing, Motion to Amended and Amended Application for filing pursuant to 9 VSA §2480ff(c). The hearing is set for September 18, 2017 @ 10:00 a.m. in St. Johnsbury, VT at the Caledonia County Courthouse

Should you have any questions at all about this process, please feel free to contact my office at the above number. I appreciate your time and consideration.

Sincerely

A handwritten signature in cursive script that reads "Timothy J. Wells".

Timothy J. Wells, Esq.

FILED

AUG 24 2017

STATE OF VERMONT
CALEDONIA UNIT

SUPERIOR COURT
CIVIL DIVISION

CALEDONIA COURTS

In Re:)
)
 J.G. Wentworth Originations LLC)
 Applicant - Transferee)
)
 And)
)
 Beverly Hawk-Weeks)
 Payee - Transferor)

DOCKET NUMBER: 164-7-17 Cacv

NOTICE OF HEARING DATE AND DEADLINE

TO the following

Brighthouse Life Insurance Company
 c/o MetLife
 MRMR
 2025 Leestown Road, Suite J.
 Lexington, KY 40511
 Attn: Structured Settlements

Vermont Attorney General's Office
 109 State Street
 Montpelier, Vermont 05609-1001

Vermont Office of Child Support
 180 State Drive NOB1
 Waterbury, Vermont 05671-1060

Vermont Department of Taxes
 Attn: Will S. Baker, Esq.
 PO Box 429
 133 State Street
 Montpelier, VT 05633-1401

Beverly Hawk-Weeks

PLEASE TAKE NOTICE that on the following date and time the Application for Approval of the Transfer of Structured Settlement Payment Rights by and between the above named shall be heard:

BEFORE: Presiding Superior Court Judge.
PLACE: Caledonia County Courthouse
Vermont Superior Court - Caledonia Civil Division
1126 Main Street, Ste 1
St. Johnsbury, VT 05819
Phone: 802-748-6600

DATE: Sept 18, 2017
TIME: 10:00 a.m. O'clock

Any interested parties shall have the right to file a response to said application. Any interested party is further advised that it is entitled to support, oppose, or otherwise respond to the application, by attending the hearing either in person or by counsel, by submitting written comments to the Court and applicant's counsel (Wells Law Office PO Box 250 Westminster, VT 05158 WellsLawVt@aol.com) prior to the hearing, or by otherwise participating in the hearing. Written responses to the application may be filed with the Court, with copies to counsel, at any time until five (5) days prior to the hearing date, in order to be considered by the Court.

Dated this 24 day of August 2017.


Michelle L. McKee
Judge/Court Clerk

STATE OF VERMONT
CALEDONIA UNIT

SUPERIOR COURT
CIVIL DIVISION

In Re:)

J.G. Wentworth Originations, LLC)
Applicant - Transferee. -)

) DOCKET NUMBER: 164-7-17 Cacv

And)

Beverly Hawk-Weeks)
Payee - Transferor, -)

Motion to Amend Application

NOW COMES the plaintiff, by and through counsel, and hereby moves the honorable court and hereby moves the honorable court for leave to amend its pleadings as follows:

1. The original application in paragraph 18a "Remaining payments" listed \$10,000.00 due 11/10/18;
2. The \$10,000.00 due 11/10/18 has already been transferred in the prior transfer dated April 20, 2009.
3. The proposed amended application has deleted the \$10,000.00 from ""Remaining Payments."
4. There is no prejudice in allowing the applicant to amend its application which has not been served on anyone;

5. In considering leave to amend the complaint, it should ". . . [b]e freely given when justice so requires." V.R.C.P. 15(a); Lillicrap v. Martin, 156 Vt. 165, 170 (1989).

6. It is the Vermont tradition of liberally allowing amendments to pleadings where there is no prejudice to the other party. Tracy v. Vinton Motors, Inc., 130 Vt. 512, 513 (1971).

7. "The principal reasons underlying the liberal amendment policy are (1) to provide maximum opportunity for each claim to be decided on its merits rather than on a procedural technicality, (2) to give notice of the nature of the claim or defense, and (3) to enable a party to assert matters that were overlooked or unknown to him at an earlier stage in the proceedings." Bevins v. King, 143 Vt. 252, 255 (1983).

Wherefore plaintiff prays the honorable court for leave to amend the application as follows:

1. Deleting the \$10,000.00 due 11/10/2018 from "Remaining Payments."

Dated this 24th day of August 2017.

Wells Law Office
Attorney for Applicant

By: Timothy J. Wells
Timothy J. Wells, Esq.

CERTIFICATE OF SERVICE

I certify a true copy of the notice of hearing, motion to amend and amended application is being served on the following:

Brighthouse Life Insurance Company
c/o Metlife
2025 Leestown Road, Suite J.
Lexington, KY 40511
Attn: Legal Dept. /Structured Settlements

Vermont Attorney General's Office
109 State Street
Montpelier, Vermont 05609-1001

Vermont Office of Child Support
180 State Drive NOB1
Waterbury, Vermont 05671-1060

Vermont Department of Taxes
Attn: Will S. Baker, Esq.
PO Box 429
133 State Street
Montpelier, VT 05633-1401

Beverly Hawk-Weeks

This 25th day of August 2017.

Timothy J. Wells

Timothy J. Wells, Esq.

STATE OF VERMONT
CALEDONIA UNIT

SUPERIOR COURT
CIVIL DIVISION

In Re:

JG Wentworth Originations, LLC

Applicant - Transferee. - DOCKET NUMBER: 164-7-17 Cacv

And

Beverly Hawlk-Weeks

Payee - Transferor, -

AMENDED APPLICATION FOR APPROVAL OF THE TRANSFER OF LIFE
CONTINGENT STRUCTURED SETTLEMENT PAYMENT RIGHTS BY AND
BETWEEN PAYEE AND APPLICANT TRANSFEREE ABOVE NAMED

COMES NOW, the Applicant Transferee and pursuant to 9 VSA 2480aa, et seq., files this amended Application seeking approval of certain structured settlement payment rights, and in support thereof, states as follows:

1. This Application is filed pursuant to 9 VSA 2480aa, et seq. (the Vermont Transfer Act), seeking court approval of the transfer of Life Contingent structured settlement payment right.

2. The "Transferor" "Payee" above named is domiciled in Vermont and resides in the county in which the above captioned Superior Court, Civil Division is located. The Applicant, transferee above named, is a Nevada limited liability company with an address of 3993 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89169-6754.

3. The annuity issuer and annuity obligor Brighthouse Life Insurance Company, f/k/a MetLife Insurance Company of Connecticut c/o MetLife-MRMR 2025 Leestown Road, Ste J. Lexington, KY 40511 is a corporation domiciled in Delaware.

4. As a result of the settlement of a personal injury claim (wrongful death), the Payee is entitled to receive certain structured settlement payments. The terms of the settlement provide that the Payee is to receive periodic sum payments. The "Periodic Payments").

5. In order to fund its obligation to make the settlement payments to the transferor, the Obligor predecessor purchased a commercial annuity from Issuer bearing contract Number 0000034173 (the "Annuity").

6. Federal law as codified in 26 USC § 5891 et. seq. requires that in order to avoid the imposition of a 40% excise tax, the transfer of structured settlement payments rights must be approved by a Qualified Order. Federal law defines a Qualified Order as, in pertinent part, the order of a court issued by the state where the payee, resides provided that such state has adopted a structured settlement transfer statute which in this case is Vermont.

7. Vermont has adopted a structured settlement transfer statute i.e. 9 VSA §2480aa et seq.

8. The payee, desiring to receive an immediate net lump sum payment of \$20,000.00, agreed to transfer to the applicant transferee, or its assigns, the right to receive the following Life Contingent payments:

A) 180 monthly Life Contingent payments of \$600.00 each, beginning on December 10, 2018 and ending on November 10, 2033; (The "Assigned Payments").

9. The Transferor has completed and executed a Purchase Agreement (the "Transfer Agreement" as defined by the Transfer Act). A True copy the Transfer Agreement is attached hereto as Exhibit "A" and incorporated by reference herein in its entirety.

10. The Applicant Transferee above named timely provided to Transferor the required disclosures. A true and correct copy of the Disclosure Statement is attached hereto as Exhibit "B" and incorporated herein by reference in its entirety. The form, content, and typeface of the Disclosure Statement meet all of the requirements set forth in the Transfer Act.

11. The Transferor has established and verifies that the transfer is necessary, fair, reasonable, and appropriate, and in the best interests of the Transferor and the transferor's dependents if any taking into account the welfare and support of the payee's dependents if any, considering all relevant factors, including:

(A) the payee's ability to understand the financial terms and consequences of the transfer;

(B) the payee's capacity to meet his or her financial obligations,

including the potential need for future medical treatment;

(C) the need, purpose, or reason for the transfer; and

(D) whether the transfer is fair and reasonable, considering the

discount rate used to calculate the gross advance amount, the fees and expenses

imposed on the payee, and whether the payee obtained more than one quote for

the same or a substantially similar transfer.

The interests of the Transferor and the transferor's dependents if any would be better served with an immediate transfer of these funds and it is not expected to subject the Transferor and the transferor's dependents if any to undue or unreasonable financial hardship in the future.

12. The transferor was advised in writing by transferee to seek independent professional advice regarding the financial advisability of the transfer and the other financial options available to the payee, if any, and that the payee has in fact received such advice; or such advice is unnecessary for good cause. See "Statement of Professional Representation" attached hereto as Exhibit "C."

13. The transfer complies with all requirements of the Transfer Act and will not contravene other applicable law, statute or order of any court or other governmental authority.

14. List of transferor's dependents and their ages:

The transferor is married and has the following dependents;

G. Weeks spouse age 63 years old

See List of dependents and ages attached hereto as Exhibit "D" and incorporated herein by reference in its entirety.

15. Prior Transfers:

To the best of the transferee's knowledge after making a reasonable inquiry to the payee, the structured settlement obligor, and the annuity issuer, there have been the following previous transfers:

a. New Haven Superior Court of Connecticut – docket number NNH-CV-07-4027251 Order dated 9/4/2007. See copy attached hereto as Exhibit “E” and incorporated herein by reference in its entirety;

b. New Haven Superior Court of Connecticut – docket number NNH-CV-09-40235915 Order dated 4/22/09. See copy attached hereto as Exhibit “F” and incorporated herein by reference in its entirety;

c. New Haven Superior Court of Connecticut – docket number NNH-CV-10-6010102-S Order dated 5/17/10. See copy attached hereto as Exhibit “G” and incorporated herein by reference in its entirety.

d. Vermont Superior Court, Caledonia Unit, Civil Division – docket number 322-12-12 Cacv order dated 4/4/13 See copy attached hereto as Exhibit “H” and incorporated herein by reference in its entirety.

16. The Transferee will provide proper notice to all interested parties upon receipt of an Order setting this matter for hearing.

17. Notice has been provided to the annuity issuer and structured settlement obligor of transferee’s name, address and taxpayer identification number. (attached as Exhibit “E”).

18. Remaining Payments: If this transfer is approved the following payments shall be remaining:

a. Life contingent payments of \$500.00 per month beginning on 12/10/18 and ending 11/10/33;

b. The life contingent payments would go back to \$1,100.00 per month 12/10/33 if payee is alive.

19. LIFE CONTINGENT: As the Assigned payments are life contingent, prior to the date on which the payee signed the transfer agreement, the transferee has established and has agreed to

maintain procedures reasonably satisfactory to the annuity issuer and the structured settlement obligor for (1) periodically confirming the payee's survival; and (2) giving the annuity issuer and the structured settlement obligor prompt written notice in the event of the payee's death

WHEREFORE, the applicant respectfully requests the honorable court, after conducting a hearing on the application, as follows:

A) To determine that independent professional advice to the payee regarding the financial advisability of the transfer and the other financial options available to the payee, if any, is unnecessary pursuant to subdivision 9 VSA 2480dd (a) (2) of this title;

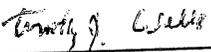
B) To approve the transfer; and

C) For such other relief as seems just.

Dated this 23rd day of August 2017.

Wells Law Office
Attorney for Applicant

By:



Timothy J. Wells, Esq.
PO Box 250
Westminster, VT 05158
(802) 722-4000
WellsLawVt@aol.com

Beverly Hawk-Weeks to JG Wentworth Originations LLC
23 August 2017

INDEX TO EXHIBITS ATTACHED TO THE APPLICATION

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
A.	TRANSFER AGREEMENT	1-10
B.	DISCLOSURE STATEMENT	11-12
C.	Statement of Professional Representation	13
D.	List of Dependents	14
E.	Prior Transfer 9/4/07	15-16
F.	Prior Transfer 4/20/09	17-20
G.	Prior Transfer 5/17/10	21-22
H.	Prior Transfer 4/4/13	23-25
I.	Notice to Annuity Issuer and Obligor	26

LIFE CONTINGENT PURCHASE CONTRACT

This is a Purchase Contract ("Contract") for the sale of structured settlement payments between Beverly Hawk-Weeks (You, Your), and J.G. Wentworth Originations, LLC (We, Us, Our) 3993 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89169-6754.

BACKGROUND

- A. In connection with the resolution of a personal injury claim, You or someone acting for You, signed a Settlement Agreement that entitles You to receive certain future payments ("Settlement Payments"), according to a set schedule.
- B. Those Settlement Payments are being paid to You from an annuity policy ("Annuity Policy") purchased by the Person responsible for making the Settlement Payments to You ("Obligor").
- C. Rather than wait for the Settlement Payments to be made to You in the future, You want to sell all or some of those Settlement Payments ("Purchased Payments") to Us now for a lump sum.
- D. THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH YOU SHOULD READ CAREFULLY, AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW DISPUTES BETWEEN YOU AND US ARE RESOLVED.

DEFINED WORDS

Certain words used in this Contract have specific meanings, shown below.

Affiliate	An entity controlled by, controlling, or under common control with, another entity.
Annuity Policy	The policy purchased by the Obligor to ensure that the Settlement Payments are made to You as required by the Settlement Agreement.
Closing Documents	Any documents necessary to carry out the purchase of the Purchased Payments, other than the "Contract or Contract Documents" as defined below.
Contract or Contract Documents	Collectively, only this Contract and the Disclosure Statement.
Contract Date	The date Your signature at the end of this Contract is notarized. However, if You happen to sign this Contract before the number of days stated at the end of Your Disclosure Statement for waiting has passed, You will have no obligation under Your Contract until that time has passed.
Court Order	A legally binding ruling issued by a judge or properly empowered administrative officer, approving the sale of the Purchased Payments to Us ("Court Approval").
Disclosure Statement	The document which identifies for You, the Purchased Payments, Mortality Adjustment, expenses, Purchase Price and various other disclosures.
Encumbrance	Any claim, right, lien, policy loan, or restriction. In addition, this includes any limits on rights of ownership (such as the use, voting, transfer, receipt of income, etc.).
Funding Date	The date We pay You the Net Purchase Price.
Issuer	The insurance company that issued the Annuity Policy.
Life Insurance Policy	The Policy We (as defined in this section below, including successors, assigns and designees) may purchase to ensure that We recover the value of any Life Contingent

A. 1

	Purchased Payments, should You die before We receive them.
Mortality Adjustment	The total cost of the Life Insurance Policy, if any.
Obligor	The Person who is obligated to make payments to You under the Settlement Agreement.
Party	One of You or Us. Parties means both You and Us.
Person	Any natural person or legal entity.
Purchased Payments	Only those certain payments that We are purchasing from You under this Contract. Some of the Purchased Payments may be conditioned upon You still being alive at the time those Purchased Payments are made to Us. If so, those Purchased Payments are referred to as "Life Contingent."
Purchase Price:	
Gross Purchase Price	The amount shown as the "gross amount payable to the seller (You)" on the Disclosure Statement. This is the sum We have agreed to pay You <i>before</i> any deductions as set forth in the Contract Documents.
Net Purchase Price	The amount shown as the "net amount payable to the seller (You)" on the Disclosure Statement. This is the sum We have agreed to pay You <i>after</i> any deductions as set forth in the Contract Documents.
Settlement Agreement	The agreement that You and the Obligor signed to resolve Your personal injury claim.
Settlement Payments	All of the payments that the Obligor has agreed to make to You in the Settlement Agreement.
We, Our, or Us	J.G. Wentworth Originations, LLC, along with any of its successors, assigns, and designees. Some of the Contract Documents or Closing Documents may refer to Us as the purchaser.
You or Your	The Person named on this Contract's first page. Some of the Contract Documents or Closing Documents may refer to You as the seller.

You and We agree as follows:

1. SALE OF THE PURCHASED PAYMENTS

- A. Upon the signing of this Contract and subject to certain conditions including Court Approval, You sell, transfer and assign to Us the right to receive the Purchased Payments specifically identified in the Disclosure Statement.
- B. We will pay You the Net Purchase Price as agreed to in the Contract Documents, subject to certain conditions, including meeting Our underwriting requirements, Court Approval and satisfactory completion of the Closing Documents. We will do this in exchange for You:
 - selling the Purchased Payments to Us; and
 - fulfilling Your promises under this Contract.
- C. If We are buying only a portion of Your payments, this will have no effect upon Your rights in the unsold portion. You will continue to receive the unsold portion unless You have already sold or encumbered that portion. However, sometimes the Issuer, the Obligor or the court may require Us to receive the entire amount of Your payment. If so, We will then forward the portion of the payment still due to You and You hereby agree to this payment servicing arrangement.

2. PURCHASE PRICE

- A. The Gross and Net Purchase Prices are shown on the Disclosure Statement and are fair and acceptable to You and Us.
- B. We will pay You the Net Purchase Price in the manner You designate for Us.
- C. Before we pay You, You agree that We will adjust for the following amounts, *if applicable*:
- Purchased Payments Owed to Us – The Issuer may have already paid You some of the Purchased Payments before We have paid You for them. If that happens, We will deduct the amount of those Purchased Payments.
 - Holdbacks – Due to possible delays in the Issuer beginning to make the Purchased Payments to Us instead of You, We will hold back an amount equal to any Purchased Payments that the Issuer owes Us post Court Approval that are due within 90 days of the Funding Date. If We subsequently receive those particular Purchased Payments directly, We will return the amount of any related holdback to You.
 - Payment of Debts Owed – If You owe any past due child support, bankruptcy payoffs or taxes, or have any judgments or liens against You or Your assets, We may pay those amounts and deduct them from the amount We pay You, and You hereby provide Us with specific authority to take such action. We will provide You with notice of the amounts that we are going to pay, prior to actual payment.
- D. If any Purchased Payments are mistakenly sent to You after we have paid You for them, You will immediately contact Us. If We then determine that any deductions or holdbacks as set forth above are not enough to reimburse Us, We will advise You of the amount You owe Us. You agree to immediately send that amount to Us by bank or certified check.

3. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to Us the following:

- A. You understand that THIS IS A SALE AND NOT A LOAN.
- B. The Annuity Policy is in full force, You are the sole and undisputed recipient of the right to the Purchased Payments, have the right to sell them free and clear of any Encumbrances, and have not previously sold any of the Purchased Payments to any other Person.
- C. You understand that Court Approval is required for this purchase; and You agree to fully cooperate with Us to obtain that approval.
- D. You gave Us all requested information and signed all documents necessary to complete the purchase. Every statement made by You in the Contract Documents and Closing Documents is true and complete.
- E. No law, divorce decree or other legal obstacle:
- requires You to keep the Purchased Payments for the benefit of a current or former spouse, dependent children, or other person; or
 - legally prevents You from contracting with Us or selling the Purchased Payments.
- F. Either:
- You have never filed for bankruptcy, will not do so before the Funding Date and there are no lawsuits or efforts by any of Your creditors to put You into bankruptcy or take any of the Purchased Payments; or
 - If You filed for bankruptcy, the Purchased Payments were not subject to the claims of Your creditors. You will give Us a copy of any of Your bankruptcy documents that We request including evidence of a final bankruptcy payoff or case closing, if any.
- G. We can rely on Your representations, warranties, and promises in this Contract. These representations, warranties, and promises are for Our benefit and the benefit of any future owners of the Purchased Payments. You understand that Our

reliance on any intentional misrepresentation by You may result in Our enforcing Our rights against You in court.

- H. You had enough time to consider the sale of the Purchased Payments, understand the terms of the Contract Documents and Closing Documents (including the arbitration provision), are of legal contracting age and sound mind, not under the influence of drugs or alcohol, and freely and voluntarily enter into this Contract and agree to all of its terms.
- I. You were advised by Us to obtain independent legal advice and professional tax advice about the sale of the Purchased Payments and to have those advisors review the terms and legal, tax and other effects of this Contract with You prior to Your execution of this Contract. You have also explored all appropriate financial options before entering into this transaction.
- J. We did not provide tax, financial, or legal advice to You about this Contract and have advised You that We may not refer You to any specific attorney for such purpose.
- K. If You are married, Your spouse understands all of the terms and conditions of this Contract including, but not limited to the fact that, after the Funding Date, You (and Your spouse) will not receive the same amount of money on the same payment schedule as You would receive under the Annuity Policy. Your spouse has been provided with all information relating to the transaction and has had every opportunity to review the terms of the transaction and to seek any advice relating thereto. Your Spouse also understands that he or she will be giving up any property or contract rights that he or she may have in the Purchased Payments.
- L. We may sell, transfer, or assign Our right to the Purchased Payments and Our rights in the Life Insurance Policy described in subsection N below in a sale, securitization, or other financing transaction (resale). Any resale would involve disclosing certain information about You (including Your personal information) to the parties to a resale.
- M. Any future owner of the right to the Purchased Payments will have all of the same rights We have, including the right to the duties You owe Us under this Contract. This includes the right to make a claim against You for violating any of the representations, warranties or promises You made in this Contract.
- N. You understand that as part of this Contract, We (as defined in the "Defined Words" section above, including successors, assigns and designees) may purchase a Life Insurance Policy on Your life in the total amount of the Life Contingent Purchased Payments sold to Us and that We will be the owner and beneficiary of the Life Insurance Policy. You authorize Us, Our subsidiaries and affiliates to obtain certain medical information in order to purchase the Life Insurance Policy. You agree to cooperate with Us in obtaining the Life Insurance Policy and understand that this transaction may be contingent upon Us obtaining the Life Insurance Policy. If We attempt to purchase a Life Insurance Policy on Your life to ensure that We recover Our Life Contingent Purchased Payments, and We are unable to obtain that Life Insurance Policy at all, or We are unable to obtain it at an amount substantially close to that shown on the Disclosure Statement as the Mortality Adjustment, We may cancel this transaction at any time. If We cancel this transaction after entry of a Court Order, You will cooperate in the withdrawing or vacating of the Court Order. We may unilaterally waive this provision at any time.

4. YOUR PROMISES TO US

Before and after the Funding Date:

- A. You will tell us right away if Your address or telephone number changes and do everything necessary, including completing and signing all documents to:
- sell the right to the Purchased Payments to Us;
 - change the beneficiary as required by this Contract;
 - correct any documentation errors in the Contract Documents or Closing Documents; and
 - assist Us in obtaining and maintaining the Life Insurance Policy.
- B. You will also tell Us if any of the following occurs:

- a violation of this Contract; or
 - anything that could negatively affect the Annuity Policy, the Purchased Payments, the Life Insurance Policy or this Contract.
- C. You will not:
- agree to sell the Purchased Payments to any Person other than Us; or
 - withdraw cash from, borrow against, or change the Annuity Policy.
- D. You will give Us information necessary to update Your representations, warranties, and promises in this Contract. You will also update any documents and information so they will be true and complete on the Funding Date.
- E. We are now, and will continue in the future, to rely on the representations and warranties You have given Us. We will confirm the accuracy of Your representations and warranties. You must cooperate with this confirmation and provide complete access to any information We believe necessary.
- F. You agree that updating representations, warranties, promises, documents and other information will not cure a breach of any representation or warranty made by You that was not true and complete.
- G. You agree that Our obligation to You under this Contract is strictly limited to the requirement to pay You what We owe You under the terms of this Contract, after receipt and approval of the Closing Documents, final underwriting approval and Court Approval. Under no circumstances will We be liable for any consequential damages.
- H. You agree to cooperate with Us at any time to establish the Life Insurance Policy. You will not be required to pay any Life Insurance Policy costs other than those shown on the Disclosure Statement as the Mortality Adjustment. You also agree that You will, at Your own expense, on a quarterly basis, during the period that the Life Contingent Purchased Payments are outstanding, execute and notarize the forms We have provided to confirm You are still alive. You understand that the Annuity Company Issuer requires this in order to pay Us the Life Contingent Purchased Payments and that You will be in Default under this Contract if You fail to do so.
- I. You hereby appoint Us and any of Our designees, with full power of substitution as your Attorney in Fact, to act in Your name and place for the purpose of assigning and transferring ownership of any and all right, title and interest that You have in the Purchased Payments. You also give Us full authority to act in any way proper and necessary to exercise this Attorney in Fact appointment including, but not limited to: (1) negotiating, endorsing and executing checks, drafts and other instruments in Your name; and (2) instituting, maintaining, compromising, settling and terminating any litigation or other proceedings related to the Purchased Payments. This power of attorney is coupled with an interest and shall survive death or disability.

5. CANCELLATION BY US

We may cancel this Contract before the Funding Date if:

- A. You breach any representation, warranty, or promise in any Contract Documents or Closing Documents.
- B. The petition for the Court Order is contested, opposed, or not approved.
- C. We are sued or threatened with a lawsuit or an arbitration about this Contract, or the Annuity Policy, or the Life Insurance Policy, if any.
- D. There is any threatened, pending, or final action, or change in law or rule challenging the legality of, or negatively affecting this transaction.
- E. You file for, or are forced into bankruptcy.
- F. You die.
- G. Final approval has not been given by Our underwriting department.

- H. The Purchase Contract is not signed by You and received back by Us by August 06, 2017.
- I. A major rating agency downgrades the Issuer's credit rating.
- J. The Issuer is, or becomes insolvent, or under regulatory supervision.
- K. If applicable, We are unable to obtain the Life Insurance Policy at all, or are unable to obtain it at an amount substantially close to the amount shown on the Disclosure Statement as the Mortality Adjustment.
- L. With respect to A through K above, to the extent permitted by applicable law, the arbitration provision in Section 9 of this Contract shall survive the termination, cancellation or rescission of this Contract.

6. CANCELLATION BY YOU

- A. (1) YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS AFTER THE DATE YOU RECEIVE PAYMENT HEREUNDER FROM US. IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, YOU MUST SEND A NOTICE POSTMARKED AT ANY TIME WITHIN FIVE BUSINESS DAYS AFTER YOU RECEIVE PAYMENT HEREUNDER FROM US (This is the rescission period).

(2) YOUR NOTICE IS TO BE SENT EITHER BY CERTIFIED OR REGISTERED MAIL (RETURN RECEIPT REQUESTED) OR FEDEX OR ANOTHER MAJOR OVERNIGHT DELIVERY SERVICE. THE NOTICE MUST INCLUDE A BANK OR CERTIFIED CHECK MADE PAYABLE TO US, IN THE FULL AMOUNT RECEIVED BY YOU. YOUR NOTICE MUST BE SENT TO:

J.G. Wentworth Originations, LLC
Attention: Manager of Operations
3993 Howard Hughes Parkway, Suite 250
Las Vegas, NV 89169-6754

- B. GEORGIA RESIDENTS: YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO 5:00 P.M. OF THE TWENTY-FIRST DAY FOLLOWING RECEIPT OF THE ENCLOSED "NOTICE OF CANCELLATION RIGHTS" FORM, OR AT THE HEARING ON THE APPLICATION FOR AUTHORIZATION OF A TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS, OR AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS AFTER YOU RECEIVE PAYMENT HEREUNDER FROM US, WHICHEVER EVENT OCCURS LAST (This is the Georgia rescission period). IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, YOU MUST SIGN THE ENCLOSED "NOTICE OF CANCELLATION RIGHTS" FORM AND MAIL OR DELIVER IT TO US AS SPECIFIED IN THAT NOTICE AND YOU MUST RETURN ALL AMOUNTS (PURCHASE PRICE OR OTHERWISE) RECEIVED BY YOU ACCORDING TO THE REQUIREMENTS OF 6 (A) (2) ABOVE.
- C. WEST VIRGINIA RESIDENTS: IN ORDER FOR YOUR CANCELLATION TO BE EFFECTIVE, YOUR NOTICE CAN BE SUBMITTED VIA PHONE, MAIL, OR FACSIMILE. ANY AMOUNTS ADVANCED BY US IN CONTEMPLATION OF THE TRANSFER SHALL BE IMMEDIATELY REFUNDED TO US. IF YOU DISMISS YOUR ACTION AFTER APPOINTMENT OF A GUARDIAN AD LITEM, OR RESCIND YOUR TRANSFER AGREEMENT (PURCHASE CONTRACT) WITHIN THE RESCISSION PERIOD IN 6(A) (1) ABOVE, YOU SHALL BE RESPONSIBLE FOR THE FILING FEE AND ANY GUARDIAN AD LITEM FEES.
- D. With respect to A through C above, to the extent permitted by applicable law, the arbitration provision in Section 9 of this Contract shall survive the termination, cancellation or rescission of this Contract.

7. NOTICES

A. All notices about this Contract must be in writing.

B. All notices must be sent either by: (1) certified or registered mail (return receipt requested); or (2) FedEx or another major overnight delivery service with a delivery tracking system and are considered given when delivered as follows: If to You: to the most recent address for You in Our files. If to Us: to the address listed in Section 6(A) (2) of this Contract.

8. EVENTS OF DEFAULT

You will be in default if You:

A. fail to comply with any terms or conditions of this Contract; or

B. breach any of Your representations, warranties and promises in this Contract.

If You are in default, even if you have not rejected the arbitration provision (see Section 9 of this Contract), We have the right to enforce Our rights against You in court to make You perform Your promises or to get money from You. If We sue You in court in connection with a Claim that is subject to arbitration under the arbitration provision in Section 9 of this Contract, and You have not rejected the arbitration provision, You will have the option of remaining in court or seeking to compel arbitration of that Claim under the terms of the arbitration provision.

9. ARBITRATION PROVISION

To the extent permitted by applicable law, You and We agree to the following arbitration provision.

YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION PROVISION AS SET FORTH BELOW. If You do not reject this arbitration provision and a Claim is arbitrated, You will not have the right to: (1) have a court or a jury decide the Claim; (2) engage in information gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

Claims Subject to Arbitration. A "Claim" subject to arbitration is any claim, dispute or controversy between You and Us (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present or future, which arises out of, or relates to the Contract, the negotiations related thereto, the breach thereof or any other transaction conducted with us in connection with the Contract. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and includes claims for money damages and injunctive or declaratory relief. Upon the demand of You or Us, Claim(s) will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this arbitration provision.

Special Definitions. Solely for purposes of this arbitration provision, in addition to the meanings set forth in this Contract: (1) "We," "Us" and "Our" also (a) refer to Our employees, officers, directors, parents, controlling persons, subsidiaries and affiliates and (b) apply to third parties if You assert a Claim against such third parties in connection with a Claim you assert against Us; and (2) "You" or "Your" also refer to Your current or former spouse(s), children, heirs, estate, executors, successors, assigns, representatives and beneficiaries.

Excluded Claim or Proceeding. Notwithstanding the foregoing, "Claim" does not include any dispute or controversy about the validity, enforceability, coverage or scope of this arbitration provision or any part thereof (including, without limitation, the "Class Action Waiver" set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the Contract as a whole is for the arbitrator, not a court, to decide. In addition, We will not require You to arbitrate any individual action brought by You in small claims court or Your state's equivalent court, unless such action is transferred, removed, or appealed to a different court.

Federal Arbitration Act. Notwithstanding any other provision in this Contract, You and We agree that this Contract evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of the state of Your domicile (where You regularly reside on the Contract Date) shall apply.

Class Action Waiver. Notwithstanding any other provision of this Contract, if a Claim is arbitrated, neither You nor We will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other

Persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision (provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including You. This means that We will not have the right to compel arbitration of any claim brought by such an agency). The Class Action Waiver is nonseverable from this arbitration provision. If the Class Action Waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver.

Arbitration Procedures. If You or We seek to arbitrate a Claim, the Party seeking arbitration must notify the other Party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit, such as a motion to compel arbitration. Otherwise, Your notice must be sent to Us at the address specified in Section 6 (A) (2) of this Contract and Our notice must be sent to the most recent address for You in our files. Any arbitration hearing that You attend will take place in a venue of Your domicile. If a Party files a lawsuit in court asserting Claim(s) that are subject to arbitration, and the other Party files a motion to compel arbitration with the court, which is granted, it will be the responsibility of the Party prosecuting the Claim(s) to select an arbitration administrator in accordance with the paragraph below and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

The arbitration will be administered by the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 1-800-778-7879 or JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, 1-800-352-5267. The rules and forms of the AAA and JAMS may be obtained by writing to these organizations at the addresses listed above. If the AAA and JAMS are unable or unwilling to serve as administrator, the Parties may agree upon another administrator or, if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all Parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this arbitration provision. In the event of a conflict between the provisions of this arbitration provision, on the one hand, and other provisions of this Contract or any applicable rules of the AAA or JAMS or other administrator used, on the other hand, the provisions of this arbitration provision shall control.

A single arbitrator will be appointed by the administrator and must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. The arbitrator will honor statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator will follow this Contract and the applicable substantive law, consistent with the FAA and this Contract, that would apply if the matter had been brought in court. At Your written request, we will pay all filing, hearing and/or other fees charged by the administrator and arbitrator to You for Claim(s) asserted by You in arbitration after You have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which You reside. (If You have already paid a filing fee for asserting the Claim(s) in court, You will not be required to pay that amount again). In addition, the administrator may have a procedure whereby You can seek a waiver of fees charged to You by the administrator and arbitrator. We will always pay any fees or expenses that We are required to pay by law or the administrator's rules or that We are required to pay for this arbitration provision to be enforced. The arbitrator will have the authority to award attorneys' and expert witness fees and costs to the extent permitted by this Contract, the administrator's rules or applicable law. The arbitrator will always award You reasonable attorneys' and expert witness fees and costs (a) if and to the extent You prevail on Claims you assert against Us in an arbitration commenced by You and (b) to the extent required under applicable law for this arbitration provision to be enforced. The arbitrator shall write a brief explanation of the grounds for the decision. A judgment on the award may be entered by any court having jurisdiction.

Severability and Survival. If any part of this arbitration provision, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. To the extent permitted by applicable law, this arbitration provision shall survive the termination, cancellation or rescission of this Contract.

Effect of Arbitration Award. The arbitrator's award shall be final and binding on all Parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either Party exceeding \$50,000, any Party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing Party. The decision of the panel shall be by majority vote. Reference in this arbitration provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph titled "Arbitration Procedures." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

Right to Reject Arbitration Provision. You may reject this arbitration provision by sending Us written notice of Your decision so that We receive it at the address listed below within forty-five (45) days of the Contract Date. Such notice must be sent by certified or registered mail (return receipt requested) or by FedEx or another major overnight delivery service with a delivery tracking system;

must include a statement that You wish to reject the arbitration provision along with Your name, address, Account I.D. number and Your signature; and must be delivered to Us at the address specified in Section 6 (A) (2) of this Contract. This is the sole and only method by which You can reject this arbitration provision. Upon receipt of a rejection notice, We will reimburse You for the standard cost of a certified or registered letter or overnight delivery. Rejection of this arbitration provision will not affect any other terms of this Contract and will not result in any adverse consequence to You. You agree that Our business records will be final and conclusive with respect to whether You rejected this arbitration provision in a timely and proper fashion. This arbitration provision will apply to You and Us unless you reject it by providing proper and timely notice as stated herein.

10. MISCELLANEOUS

- A. You give permission to conduct background checks on You, including obtaining information from the credit bureaus, in order to verify your legal residence, contact information, and any other information We deem necessary for this transaction including, without limitation, records related to Your driving history or any civil or criminal case in which You have been involved. We can also search records for UCC filings, bankruptcy filings, judgments, liens, prescription medications and child support obligations against You.
- B. This Contract is the entire agreement between You and Us.
- C. If there is more than one of Us or You, this Contract applies to all of those people together, and to each of them on their own.
- D. Both Parties must agree in writing to any change to this Contract or waiver of its terms.
- E. Except as set forth in the arbitration provision of Section 9 of this Contract, if a court undoes any part of this Contract, the rest of the Contract remains valid.
- F. You cannot voluntarily or involuntarily sell, assign, or transfer this Contract, or any of Your rights or duties under this Contract. Any such action taken by You in violation of this section shall be void and of no effect.
- G. Except as otherwise required by applicable statutory law, the law of the state of Your domicile (where You regularly reside on the Contract Date) will govern this Contract and disputes under this Contract shall be determined in Your domicile State (where You regularly reside on the Contract Date).
- H. This Contract also holds responsible Your heirs, and executors. This Contract benefits only You and Us, and no one else. However, properly assigned by Us, this Contract will bind and benefit Our successors and assigns.
- I. Failure to enforce any provision of this Contract is not a waiver of that provision.
- J. The Parties may sign this Contract in one or more counterparts. Each counterpart will be considered an original. All counterparts will form one Contract. A facsimile, pdf or other electronic copy of the signed Contract or any counterpart will be considered an original and treated as such in any court [or arbitration] proceeding.
- K. We have investigated the proposed transfer of the Purchased Payments and, in light of information available to Us, have identified no violation of any applicable state or federal law.
- L. You will not receive an IRS Form 1099 from Us.
- M. Titles and headings in this Contract are for convenience only. Do not use them to interpret this Contract.
- N. Except as otherwise set forth in this Contract (including the arbitration provision in Section 9 of this Contract), You and We will pay our respective costs and expenses in carrying out this Contract.
- O. You give Us permission to request from our Affiliates information and documentation You have previously provided to them which we deem necessary for this transaction, including, bankruptcy filings, judgments, settling documents, annuity documents, liens, child support obligations, divorce documents.
- P. It is a crime to make false or misleading statements to defraud an insurance company, including in a transaction to obtain life insurance. Penalties may include imprisonment, fines, denial of benefits and civil damages.

You and We, intending to be legally bound, have signed this Contract as of the Contract Date below, and agree to all of its terms and conditions, including the arbitration provision.

By signing below, You also acknowledge that You were advised by Us in writing, that You should obtain independent legal advice and professional tax advice about the sale of the Purchased Payments and to have those advisors review with You, the terms and legal, tax and other effects of this Contract.

SELLER:

Beverly Hawk-Weeks
Beverly Hawk-Weeks

← SIGN HERE

7/10/17
Date

SELLER'S SPOUSE (if applicable)

Garry Weeks
Garry Weeks

←

7/10/17
Date

US: J.G. Wentworth Originations, LLC

Lori Borowski
BY: Lori Borowski, Vice President

VERMONT
DISCLOSURE STATEMENT

We will purchase the following payments (Purchased Payments) from You:

A) 180 monthly Life Contingent payments of \$600.00 each, beginning on December 10, 2018 and ending on November 10, 2033

(The remainder of the page intentionally left blank)

The aggregate amount of the Purchased Payments is \$108,000.00.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 2.40% is \$87,854.28. The discounted present value is the calculation of the current value of the transferred structured settlement payments (Purchased Payments) under federal standards for valuing annuities.

The gross amount payable to seller (You) is \$20,000.00.

No other expenses are incurred by You.

The net amount payable to the seller (You) is \$20,000.00.

Based on the net amount that You will receive in payment from Us and the amounts and timing of the structured settlement payments that You are selling to Us, this is the equivalent of interest payments to Us at a rate of 28.00% per year. PLEASE NOTE THAT THIS IS NOT A LOAN, BUT A SALE OF PAYMENT RIGHTS AND THE INTEREST FIGURE IS ONLY PROVIDED AS AN ILLUSTRATION OF THE ECONOMIC IMPACT OF THE SALE.

Notice of Cancellation Rights:

You may cancel without penalty or further obligation, not later than the fifth business day after Your receipt of payment from Us under the transfer agreement (Purchase Contract).

Please be advised there are no penalties or liquidated damages payable by You in the event of any breach of the transfer agreement (Purchase Contract) by You.

By signing below, You are confirming receipt of this Disclosure Statement at least 10 days prior to You executing the transfer agreement (Purchase Contract).

Beverly Hawlk-Weeks
BEVERLY HAWLK-WEEKS



Please complete and sign.

STATEMENT OF PROFESSIONAL REPRESENTATION

Please Choose Either Box A OR Box B Below.

After you have made your choice, SIGN AND DATE the appropriate box signature line.
YOU SHOULD SIGN ONLY ONE BOX – THE BOX YOU HAVE CHOSEN.

A. I HAVE BEEN ADVISED BY J.G. WENTWORTH ORIGINATIONS, LLC (“JGW”) THAT I SHOULD OBTAIN INDEPENDENT PROFESSIONAL REPRESENTATION CONCERNING THE LEGAL, TAX AND/OR FINANCIAL IMPLICATIONS OF THIS TRANSACTION. I FULLY UNDERSTAND THE PURCHASE AGREEMENT AND THE EFFECTS OF THE TRANSACTION AND I DO NOT WISH TO SEEK OUT SUCH INDEPENDENT PROFESSIONAL REPRESENTATION.

Beverly Hawlk-Weeks 7/10/17
 BEVERLY HAWLK-WEEKS Date

B. I HAVE OBTAINED INDEPENDENT REPRESENTATION AND I FULLY UNDERSTAND THE LEGAL, TAX AND/OR FINANCIAL IMPLICATIONS OF THE TRANSACTION, THE PURCHASE AGREEMENT AND THE RELATED DOCUMENTS. I WAS NOT REFERRED TO MY PROFESSIONAL ADVISOR BY JGW. THE NAME OF MY PROFESSIONAL ADVISOR IS SET FORTH BELOW:

_____ Date _____
 BEVERLY HAWLK-WEEKS

*To Be Completed By Certified Professional Advisor
 Only if you have signed Box B Above*

Law Firm Name: _____ Name of Professional: _____
 Phone Number: () _____ Attorney ID # _____
 Address: _____

 EIN # _____

I have personally met with and have provided independent professional advice to _____ in respect of the Purchase Contract with JGW and the transaction contemplated thereby. Beverly Hawlk-Weeks was referred to me by the _____.

_____ Date _____
 Professional’s Signature

013

LIST OF DEPENDENTS

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

I have dependent(s) as listed below:

Name of Dependent	Relationship	DOB	Age
Gary Weeks	Spouse	7/1/58	63

If no dependent(s), please check this box _____

Beverly Hawk-Weeks
Beverly Hawk-Weeks

6/22/17
Date

014

DOCKET NO. NNH-CV07-4027251 : SUPERIOR COURT
 IN THE MATTER OF: : J.D. OF NEW HAVEN
 BEVERLY HAWLK : AT NEW HAVEN
 : SEPTEMBER 4, 2007

ORDER

This action, brought by Petition dated July 30, 2007, pursuant to Connecticut General Statutes Sec. 52-225 g-1 approving the transfer to 321 Henderson Receivables Origination, LLC, any and all subsequent purchases, assigns, transferees, nominees, pledges, and/or successors whether directly from or with respect to 321 Henderson Receivables Origination, LLC or otherwise, came to this court on September 4, 2007 when the Petitioner appeared through counsel having given proper notice to all interested parties.

THE COURT, having heard this matter approves said application.

THE COURT further finds that said transfer is in the best interest of Beverly Hawlk taking into account the welfare and support of any dependents. The Court further finds that said transfer does not contravene and Federal or State statute or the order of any Court or responsible administrative authority.

WHEREUPON, it is adjudged and decreed as an Order of the rights of the parties that Beverly Hawlk, may transfer to 321 Henderson Receivables Origination, LLC, any and all subsequent purchases, assigns, transferees, nominees, pledges, and/or successors whether directly from or with respect to 321 Henderson Receivables Origination, LLC or otherwise, a portion of annuity payments due to her under an annuity owned by Metlife Life and Annuity Company and issued by Metlife Insurance Company of Connecticut. The following payments may be transferred as of the date of this Order and directed to Beverly Hawlk c/o 321 Henderson Receivables Origination, LLC P.O. Box 7780-4244, Philadelphia, Pennsylvania 19182-4244:

AMOUNT

PAYMENT DUE DATES

1 lump sum payment of \$ 10,000.00

November 10, 2008

84 monthly payments of \$ 250.00 each

Beginning on January 10, 2009 and ending on December 10, 2015

Judicial District of New Haven
SUPERIOR COURT
FILED

Judge/Notary 9/4 2007
 Counsel/Pro Se Parties notified 9/4 2007

SEP 04 2007

By JDNO Copy of Memo Other
only

CHIEF CLERK'S OFFICE
 815

WHEREUPON, it is further ordered that 321 Henderson Receivables Origination, LLC will provide written notice of this Order to Metlife Life and Annuity Company within 30 days of the date of this Order. Metlife Life and Annuity Company shall, within 30 days of receiving said notice from 321 Henderson Receivables Origination, LLC of this Order, instruct Metlife Insurance Company of Connecticut to redirect the transferred payments in accordance with the notice provided by 321 Henderson Receivables Origination, LLC.

WHEREUPON, it is further ordered that Metlife Insurance Company of Connecticut within 30 days of receiving said notice from Metlife Life and Annuity Company shall process the request and implement the change.

WHEREUPON, the Transferee shall be liable to the Structured Settlement Obligor and to the Annuity Issuer:

- a. If the transfer contravenes the terms of the structured settlement, for any taxes incurred by the Structured Settlement Obligor or the Annuity Issuer as a consequence of the transfer; and
- b. For any liabilities or costs, including reasonable costs and attorneys fees, arising from compliance by such parties with this order of the Court or arising as a consequence of the Transferee failure to comply with the Act.

WHEREUPON, the Structured Settlement Obligor and Annuity Issuer shall irrevocably change the beneficiary for the Transferred payments to the Transferee, and no other individual or entity other than the Transferee shall have the authority to change beneficiary for the Transferred Payments.

WHEREUPON, the transfer complies with the applicable laws and does not contravene any federal or state statute or the order of any court or responsible administrative authority. The payee was advised in writing of their right to receive or waive consultation with independent legal advise regarding the transfer.

BY THE COURT



Judge/Assistant Clerk

9/4/07

Date

DOCKET NO. NNIL-CV-09-4035915 : SUPERIOR COURT
 321 HENDERSON RECEIVABLES : J.D. OF NEW HAVEN
 ORIGINATION, LLC
 VS. : AT NEW HAVEN
 BEVERLY HAWLK : APRIL 20, 2009

ORDER

This action, brought by Petition dated March 18, 2009, pursuant to Connecticut General Statutes §§ 52-225g through §§ 52-225l, approving the transfer to 321 Henderson Receivables Origination L.L.C., any and all subsequent purchases, assigns, transferees, nominees, pledges, and/or successors whether directly from or with respect to 321 Henderson Receivables Origination L.L.C. or otherwise, came to this court on April 20, 2009, when the Petitioner appeared through counsel having given proper notice to all interested parties.

THE COURT, having heard this matter approves said application.

THE COURT further finds that said transfer is in the best interest of Beverly Hawlk taking into account the welfare and support of any dependents. The Court further finds that said transfer does not contravene any Federal or State statute or the order of any Court or responsible administrative authority.

WHEREUPON, it is adjudged and decreed as an Order of the rights of the parties that Beverly Hawlk, may transfer to 321 Henderson Receivables Origination L.L.C., any and all subsequent purchases, assigns, transferees, nominees, pledges, and/or successors whether directly from or with respect to 321 Henderson Receivables Origination L.L.C. or otherwise, a portion of annuity payments due to her under an annuity owned by The Travelers Life And Annuity Company, n/k/a MetLife Life and Annuity Company of CT and issued by The Travelers Insurance Company, n/k/a MetLife Insurance Company of Connecticut. The following judicial district may be transferred as of the date of this Order and directed to Beverly Hawlk, 321 Henderson Receivables Origination L.L.C. P.O. Box 7780-4244, Philadelphia, Pennsylvania 19182-4244:

SUPERIOR COURT
 FILED
 APR 20 2009

CHIEF CLERK'S OFFICE

Judgment Entered 4/22 2009
 Counsel/Pro Se Parties notified 4/22 2009
 By JDNO Copy of ~~memo~~ order Other

#17

A) 20 monthly payments of \$350.00 each, beginning on April 10, 2009 and ending on November 10, 2010 B) 1 payment of \$10,000.00 on November 10, 2010 C) 36 monthly payments of \$350.00 each, beginning on December 10, 2010 and ending on November 10, 2013 D) 1 payment of \$15,000.00 on November 10, 2013 E) 25 monthly payments of \$350.00 each, beginning on December 10, 2013 and ending on December 10, 2015 F) 35 monthly payments of \$600.00 each, beginning on January 10, 2016 and ending on November 10, 2018.

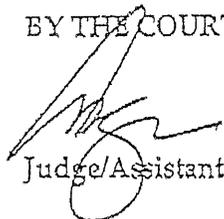
WHEREUPON, the Transferee shall be liable to the Structured Settlement Obligor and to the Annuity Issuer:

- a. If the transfer contravenes the terms of the structured settlement, for any taxes incurred by the Structured Settlement Obligor or the Annuity Issuer as a consequence of the transfer; and
- b. For any liabilities or costs, including reasonable costs and attorneys fees, arising from compliance by such parties with this order of the Court or arising as a consequence of the Transferee failure to comply with the Act.

WHEREUPON, the Structured Settlement Obligor and Annuity Issuer shall irrevocably change the beneficiary for the Transferred payments to the Transferee, and no other individual or entity other than the Transferee shall have the authority to change beneficiary for the Transferred Payments.

WHEREUPON, the transfer complies with applicable laws. The payee was advised in writing of their right to receive or waive consultation with independent legal advice regarding the transfer.

BY THE COURT


Judge/Assistant Clerk

4/22/09
Date

State of Connecticut
Date: 06/08/2009
Payfile: 0915444-1

Bucket: CVC94035915
Receipt Nbr: 0443588
Amount: \$70.00

List Total: 891 \$70.00

DOCKET NO. NNH-CV-09-4035915	:	SUPERIOR COURT
321 HENDERSON RECEIVALBES ORIGINATION, LLC	:	J.D. OF NEW HAVEN
VS.	:	AT NEW HAVEN
BEVERLY HAWLK	:	JUNE 5, 2009

MOTION TO OPEN AND MODIFY JUDGMENT

The undersigned, counsel for the petitioner, hereby requests to open the judgment and modify the Order entered in this court on April 20, 2009. In support of this request, the undersigned represents the following:

1. The respondent in this matter, Beverly Hawlk transferred a payment to 321 Henderson Receivables Origination, LLC in the amount of \$10,000.00 due on November 10, 2010.
2. Subsequent to the Order being approved, the parties learned that said payment was not available for purchase.
3. Ms. Hawlk has agreed to replace the November 10, 2010 payment of \$10,000.00 with the November 10, 2018 payment of \$10,000.00 which is still available for purchase.

WHEREFORE, the plaintiff hereby requests to modify the Order as requested above.

Judicial District of New Haven
SUPERIOR COURT
FILED

JUN 29 2009

CHIEF CLERK'S OFFICE

THE PETITIONER

BY

THOMAS A. ESPOSITO
ITS ATTORNEY

WELTY ESPOSITO & WIELER LLC
385 ORANGE STREET, NEW HAVEN, CONNECTICUT 06511 • (203) 781-0877 • JURIS NO. 425975

ORDER

The foregoing MOTION TO OPEN AND MODIFY JUDGMENT having been heard by the Court, it is hereby ORDERED:

GRANTED/DENIED

BY [Signature] 6/29/09
Judge/Clerk Date

Judgment Entered 06/29 2009
Counsel/Pro Se Parties notified 06/30 2009
By JDNO Copy of ~~Hearo~~ order Other

WELTY ESPOSITO & WIELER LLC
365 ORANGE STREET, NEW HAVEN, CONNECTICUT 06511 • (203) 781-0877 • JURIS NO. 425975

DOCKET NO. NNH-CV-10-6010102-S : SUPERIOR COURT
J. G. WENTWORTH ORIGINATIONS, LLC : J.D. OF NEW HAVEN
VS. : AT NEW HAVEN
BEVERLY HAWLK : MAY 17, 2010

ORDER

This action, brought by Petition dated April 9, 2010, pursuant to Connecticut General Statutes §§ 52-225g through §§ 52-225l, approving the transfer to J.G. Wentworth Originations, LLC, any and all subsequent purchases, assigns, transferees, nominees, pledges, and/or successors whether directly from or with respect to J.G. Wentworth Originations, LLC or otherwise, came to this court on May 17, 2010, when the Petitioner appeared through counsel having given proper notice to all interested parties.

THE COURT, having heard this matter approves said application.

THE COURT further finds that said transfer is in the best interest of Beverly Hawlk taking into account the welfare and support of any dependents. The Court further finds that said transfer does not contravene any Federal or State statute or the order of any Court or responsible administrative authority.

WHEREUPON, it is adjudged and decreed as an Order of the rights of the parties that Beverly Hawlk, may transfer to J.G. Wentworth Originations, LLC, any and all subsequent purchases, assigns, transferees, nominees, pledges, and/or successors whether directly from or with respect to J.G. Wentworth Originations, LLC or otherwise, a portion of annuity payments due to her under an annuity owned by The Travelers Life And Annuity Company, n/k/a MetLife Life and Annuity Company of CT and issued by The Travelers Insurance Company, n/k/a MetLife Insurance Company of Connecticut. The following payments may be transferred as of the date of this Order and directed to Beverly Hawlk c/o J.G. Wentworth Originations, LLC P.O. Box 83364, Woburn, MA 01813-3364

GTA

G21

A) 101 monthly payments of \$500.00 each, beginning on June 10, 2010 and ending on October 10, 2018

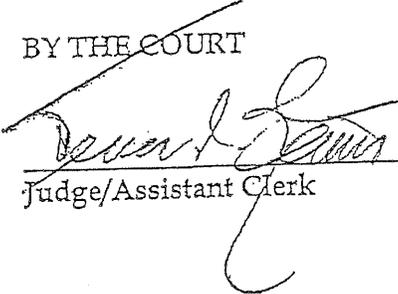
WHEREUPON, the Transferee shall be liable to the Structured Settlement Obligor and to the Annuity Issuer:

- a. If the transfer contravenes the terms of the structured settlement, for any taxes incurred by the Structured Settlement Obligor or the Annuity Issuer as a consequence of the transfer; and
- b. For any liabilities or costs, including reasonable costs and attorneys fees, arising from compliance by such parties with this order of the Court or arising as a consequence of the Transferee failure to comply with the Act.

WHEREUPON, the Structured Settlement Obligor and Annuity Issuer shall irrevocably change the beneficiary for the Transferred payments to the Transferee, and no other individual or entity other than the Transferee shall have the authority to change beneficiary for the Transferred Payments.

WHEREUPON, the transfer complies with applicable laws. The payee was advised in writing of their right to receive or waive consultation with independent legal advice regarding the transfer.

BY THE COURT



Judge/Assistant Clerk

5-17-10
Date

STATE OF VERMONT
CALEDONIA UNIT

SUPERIOR COURT
CIVIL DIVISION

FILED

In Re:)
)
Longhoff, LLC)
Applicant - Transferee. -)
)
And)
)
Beverly Hawk)
Payee – Transferor,)

APR 04 2013

VERMONT SUPERIOR COURT
CALEDONIA UNIT
DOCKET NUMBER: 322-12-12 CACV

ORDER

AND NOW, upon consideration of the unopposed application of Longhoff, LLC (“Longhoff” or “Transferee”) and exhibits thereto, the Court hereby finds as follows:

1. Beverly Hawk (“Ms. Hawk” or “Payee”) is entitled to receive certain annual payments (the “Assigned Payment”), including but not limited to one (1) lump sum payment of \$40,777.00 due on November 10, 2018 under a structured settlement agreement and related annuity contract no. 0000034173, issued by MetLife Insurance Company of Connecticut and owned by MetLife and Annuity Company of Connecticut, (collectively, “MetLife”).
2. The transfer of the structured settlement proceeds, specifically, one (1) lump sum payment of \$40,777.00 due on November 10, 2018 by Ms. Hawk to Longhoff as described in the application in this matter and in the Structured Settlement Annuity Sale and Assignment Agreement (the “Purchase Agreement”) between Longhoff and Ms. Hawk (the “Proposed Transfer”) (i) does not contravene any applicable federal or state statute or the order of any court or responsible governmental or administrative authority, and (ii) is in the best interest of Ms.

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Hawlk, taking into account the welfare and support of Ms. Hawlk's dependents, if any considering all relevant factors, including (A) Ms. Hawlk's ability to understand the financial terms and consequences of the Proposed Transfer, (B) Ms. Hawlk's capacity to meet her financial obligations, including the potential need for future medical treatment, (C) the need, purpose, or reason for the Proposed Transfer, and (D) whether the Proposed Transfer is fair and reasonable, considering the discount rate used to calculate the gross advance amount, the fees and expenses imposed on Ms. Hawlk, and whether Ms. Hawlk obtained more than one quote for the same or a substantially similar transfer.

3. Ms. Hawlk has been advised in writing by Longhoff to seek independent professional advice regarding the financial advisability of the Proposed Transfer and the other financial options available to Ms. Hawlk, if any, and that Ms. Hawlk has in fact received such advice; or that such advice is unnecessary for good cause shown, satisfying the requirements of 9 Vt. Stat. Ann. § 2480dd(a)(2).

4. Not less than ten (10) days prior to the date on which Ms. Hawlk signed the Purchase Agreement, Longhoff provided Ms. Hawlk with a separate disclosure statement satisfying the requirements of 9 Vt. Stat. Ann. § 2480cc.

5. The Proposed Transfer complies with the requirements of 9 Vt. Stat. Ann. § 2480aa, *et seq.*, and 26 U.S.C. § 5891, and does not contravene other applicable law.

Based on the foregoing findings, IT IS HEREBY ORDERED that:

1. Pursuant to 9 Vt. Stat. Ann. § 2480aa, *et seq.*, the assignment by Payee to the Transferee, or its assigns, of all her rights, title and interest in and to the Assigned Payment (defined below) is hereby approved.

2. MetLife shall forward:

- one (1) lump sum payment of \$40,777.00 due on November 10, 2018

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(the "Assigned Payment"), within 7 days of the due date by check made payable to Longhoff's designated assignee, The William Cody Wilson Settlement Asset Management Trust (the "Assignee"), at the following address:

The William Cody Wilson Settlement Asset Management Trust
First Capital Surety and Trust Company
230 W. Wells Street, Suite 402
Milwaukee, WI 53203

or any other address designated in writing by the Assignee and/or its successors and/or assigns.

3. All remaining Periodic Payments (and/or portions thereof) that are not the subject of the Proposed Transfer or other transfers shall be made payable to Ms. Hawk and will be forwarded to her home address or any payment address designated by the Payee.

4. During the period the structured settlement payment rights are being assigned or encumbered pursuant to the transaction at issue, the designated beneficiary under the Annuity shall be the estate of Ms. Hawk. The death of the Payee prior to or on the due date of the last Assigned Payment shall not affect the transfer of the Assigned Payment from the Payee to Longhoff's designated assignee, and the Assignee shall continue to receive the Assigned Payments. The Payee understands she is giving up her rights, and the rights of her heirs, successors and/or beneficiaries, to the Assigned Payment.

6. MetLife is ordered to issue a formal acknowledgment letter of the transfer within twenty (20) days of the date of receipt of this Order. The formal acknowledgment letter shall be delivered to Longhoff, LLC at 5030 Champion Blvd., Suite G-6 #286, Boca Raton, FL 33496.

7. This Order is a Qualified Order within the meaning of 26 U.S.C. § 5891.

SO ORDERED this 4th day of April, 2013.

May Miles Teachout
Hon. May Miles Teachout
Superior Court Judge

Wayne Hansen

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June 19, 2017

Brighthouse Life Insurance Company
c/o MetLife - MRMR
2025 Leestown Road, Ste. J
Lexington, KY 40511
Attn: Legal Department/Structured Settlements

Brighthouse Life Insurance Company
c/o MetLife - MRMR
2025 Leestown Road, Ste. J
Lexington, KY 40511
Attn: Legal Department/Structured Settlements

RE: Notice of Sale/Assignment of Payment Rights
Your Contract #: 0000034173
Payee: Beverly Hawk-Weeks

Dear Insurer:

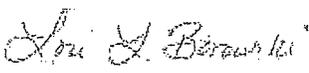
Please be advised that J.G. Wentworth Originations, LLC and/or its successors and assigns, have entered into a transaction with the above-referenced annuitant who is seeking to transfer certain of his/her rights to the payments scheduled to be received under the above-referenced annuity policy. We are currently seeking court approval pursuant to the applicable structured settlement transfer statute. Pursuant to the statute, please note the following information about the Purchaser:

J.G. Wentworth Originations, LLC
201 King of Prussia Road, Suite 200
Radnor, PA 19087
Tax ID # 88-0513164

PLEASE NOTE: No payments under this annuity should be held until the courts have entered a final order and we have forwarded this order to you.

Very truly yours,

J.G. Wentworth Originations, LLC

By: 
Lori Borowski, Vice President

201 King of Prussia Road, Suite 200 • Radnor, PA 19087
PHONE: (800) 790-4016 • FAX: (866) 455-8067

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a. New Haven Superior Court of Connecticut – docket number NNH-CV-07-4027251 Order dated 9/4/2007. See copy attached hereto as Exhibit “E” and incorporated herein by reference in its entirety;

b. New Haven Superior Court of Connecticut – docket number NNH-CV-09-40235915 Order dated 4/22/09. See copy attached hereto as Exhibit “F” and incorporated herein by reference in its entirety;

c. New Haven Superior Court of Connecticut – docket number NNH-CV-10-6010102-S Order dated 5/17/10. See copy attached hereto as Exhibit “G” and incorporated herein by reference in its entirety.

d. Vermont Superior Court, Caledonia Unit, Civil Division – docket number 322-12-12 Cacv order dated 4/4/13 See copy attached hereto as Exhibit “H” and incorporated herein by reference in its entirety.

16. The Transferee will provide proper notice to all interested parties upon receipt of an Order setting this matter for hearing.

17. Notice has been provided to the annuity issuer and structured settlement obligor of transferee’s name, address and taxpayer identification number. (attached as Exhibit “I”).

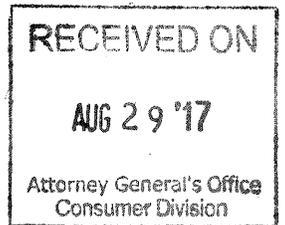
18. Remaining Payments: If this transfer is approved the following payments shall be remaining:

a. Payment due 11/10/18 \$10,000.00

b. Life contingent payments of \$500.00 per month beginning on 12/10/18 and ending 11/10/33;

c. The life contingent payments would go back to \$1,100.00 per month 12/10/33 if payee is alive.

WELLS LAW OFFICE
POST OFFICE BOX 250
WESTMINSTER, VERMONT 05158
TEL 802-722-4000
FAX 802-722-4005
WellsLawVt@aol.com



25 August 2017

Vermont Attorney General
109 State Street,
Montpelier, VT 05620 – 1001

CERTIFIED MAIL RETURN RECEIPT REQUESTED

RE:

Name of Case: JG Wentworth Originations LLC & James Stewart
Superior court of Vermont
Chittenden Unit – Civil Division
Docket Number: 780-8-17 Cncv

Dear Gentlemen/Ladies:

I represent the transferee above named pursuant to applicable statutes, please accept this letter as notice that the payee/transferor above named has applied for a transfer of structured settlement payments to my client. Enclosed you will find a copy of the Motion to Amend, Amended Application and Notice of Hearing for filing pursuant to 9 VSA §2480ff(c). The hearing is set for September 25, 2017 At 9:30 a.m. in Burlington, VT at the Chittenden County courthouse.

Should you have any questions at all about this process, please feel free to contact my office at the above number. I appreciate your time and consideration.

Sincerely,

Timothy J. Wells

Timothy J. Wells, Esq.

STATE OF VERMONT
CHITTENDEN UNIT

SUPERIOR COURT
CIVIL DIVISION

In Re:)
)
J.G. Wentworth Originations LLC)
Applicant - Transferee)
)
And)
)
James Stewart)
Payee - Transferor)

DOCKET NUMBER: 780-8-17 Cncv

NOTICE OF HEARING DATE AND DEADLINE

TO the following

MetLife Tower Resources Group, Inc.
MRMR
2025 Leestown Road, Suite J.
Lexington, KY 40511
Attn: Structured Settlements

Metropolitan Life Insurance Company
MRMR
2025 Leestown Road, Suite J.
Lexington, KY 40511
Attn: Structured Settlements

Vermont Attorney General's Office
109 State Street
Montpelier, Vermont 05609-1001

Vermont Office of Child Support
180 State Drive NOB1
Waterbury, Vermont 05671-1060

Vermont Department of Taxes
Attn: Will S. Baker, Esq.
PO Box 429
133 State Street
Montpelier, VT 05633-1401

VERMONT SUPERIOR COURT
FILED

AUG 23 2017

CHITTENDEN UNIT

James Stewart

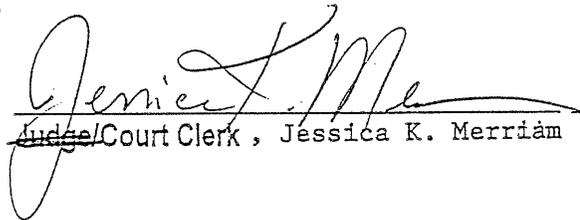
PLEASE TAKE NOTICE that on the following date and time the Application for Approval of the Transfer of Structured Settlement Payment Rights by and between the above named shall be heard:

BEFORE: Presiding Superior Court Judge
PLACE: Chittenden County Courthouse
Vermont Superior Court - Chittenden Civil Division
175 Main Street,
Burlington, VT 05402
Phone: 802-863-3467

DATE: Sept. 25th, 2017
TIME: 09:30AM .m. O'clock

Any interested parties shall have the right to file a response to said application. Any interested party is further advised that it is entitled to support, oppose, or otherwise respond to the application, by attending the hearing either in person or by counsel, by submitting written comments to the Court and applicant's counsel (Wells Law Office PO Box 250 Westminster, VT 05158 WellsLawVt@aol.com) prior to the hearing, or by otherwise participating in the hearing. Written responses to the application may be filed with the Court, with copies to counsel, at any time until five (5) days prior to the hearing date, in order to be considered by the Court.

Dated this 23rd day of August 2017.


~~Judge~~ Court Clerk, Jessica K. Merriam

STATE OF VERMONT
CHITTENDEN UNIT

SUPERIOR COURT
CIVIL DIVISION

In Re:)

J.G. Wentworth Originations, LLC)
Applicant - Transferee. -)

) DOCKET NUMBER: 780-8-17 Cncv

And)

James Stewart)
Payee - Transferor, -)

Motion to Amend Application

NOW COMES the plaintiff, by and through counsel, and hereby moves the honorable court to amend the application as follows:

1. The original application contained a signed contract dated August 12, 2017 attached to the application as exhibit" A" and the parties have executed a new contract on August 22, 2017 a copy of which is attached as Exhibit" A" on the amended application;
2. The proposed amended application has replaced the contract dated 8/12/17 with the contract dated 8/22/17 the date of execution being the only difference between the two contracts;
3. The application has not been served yet and there is no prejudice in allowing the applicant to amend its application;

4. In considering leave to amend the complaint, it should ". . . [b]e freely given when justice so requires." V.R.C.P. 15(a); Lillicrap v. Martin, 156 Vt. 165, 170 (1989).

5. It is the Vermont tradition of liberally allowing amendments to pleadings where there is no prejudice to the other party. Tracy v. Vinton Motors, Inc., 130 Vt. 512, 513 (1971).

6. "The principal reasons underlying the liberal amendment policy are (1) to provide maximum opportunity for each claim to be decided on its merits rather than on a procedural technicality, (2) to give notice of the nature of the claim or defense, and (3) to enable a party to assert matters that were overlooked or unknown to him at an earlier stage in the proceedings." Bevins v. King, 143 Vt. 252, 255 (1983).

Wherefore plaintiff prays the honorable court for leave to amend the as follows:

1. Substituting the contract dated 8/22/17 for the contract dated 8/12/17.

Dated this 23rd day of August 2017.

Wells Law Office
Attorney for Applicant

By: 
Timothy J. Wells, Esq.

CERTIFICATE OF SERVICE

I certify a true copy of the motion to amend, amended application and notice of hearing is being served on the following pursuant to VRCP 5:

Metropolitan Life Insurance Company
MRMR
2025 Leestown Road, Suite J.
Lexington, KY 40511
Attn: Legal Dept. /Structured Settlements

MetLife Tower Resources Group, Inc.
MRMR
2025 Leestown Road, Suite J.
Lexington, KY 40511
Attn: Legal Dept. /Structured Settlements

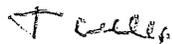
Vermont Attorney General's Office
109 State Street
Montpelier, Vermont 05609-1001

Vermont Office of Child Support
180 State Drive NOB1
Waterbury, Vermont 05671-1060

Vermont Department of Taxes
Attn: Will S. Baker, Esq.
PO Box 429
133 State Street
Montpelier, VT 05633-1401

James Stewart
1 Franklin St. Apt. C
Winooski, VT 05404-1858

This 23rd day of August 2017.



Timothy J. Wells, Esq.

STATE OF VERMONT
CHITTENDEN UNIT

SUPERIOR COURT
CIVIL DIVISION

In Re:)

J.G. Wentworth Originations, LLC)
Applicant - Transferee. -)

) DOCKET NUMBER: 788-8-17 Cncv

And)

James Stewart)
Payee - Transferor, -)

AMENDED APPLICATION FOR APPROVAL OF TRANSFER OF STRUCTURED
SETTLEMENT PAYMENT RIGHTS BY AND BETWEEN
PAYEE AND APPLICANT TRANSFEREE ABOVE NAMED

COMES NOW, the Applicant Transferee and pursuant to 9 VSA 2480aa, et seq., files this Application seeking approval of certain structured settlement payment rights, and in support thereof, states as follows:

1. This Application is filed pursuant to 9 VSA 2480aa, et seq. (the Vermont Transfer Act), seeking court approval of the transfer of a structured settlement payment right.

2. The above named "Transferor" "Payee" is domiciled in Vermont and resides in the county in which the above captioned Superior Court, Civil Division is located. The Applicant, transferee above named, is a Nevada Limited Liability Company with an address of 39933 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89169-6754.

3. Metropolitan Life Insurance Company, MRMR, 2025 Leestown Road, Suite J. Lexington, KY 40511 attn: Structured Settlements, the annuity

issuer, is a corporation, which is domiciled in New York. MetLife Tower Resources Group, Inc. MRMR, 2025 Leestown Road, Suite J., Lexington, KY 40511, Attn: Structured Settlements, the annuity obligor, is a corporation, which is a Delaware corporation.

4. As a result of the settlement of a personal injury claim, the Payee is entitled to receive certain structured settlement payments (The "Periodic Payments").

5. In order to fund its obligation to make the settlement payments to the transferor, the Structured Settlement Obligor obtained a commercial annuity from the "Annuity Issuer."

6. Federal law as codified in 26 USC § 5891 et. seq. requires that in order to avoid the imposition of a 40% excise tax, the transfer of structured settlement payments rights must be approved by a Qualified Order. Federal law defines a Qualified Order as, in pertinent part, the order of a court issued by the state where the payee, resides provided that such state has adopted a structured settlement transfer statute which in this case is Vermont.

7. Vermont has adopted a structured settlement transfer statute i.e. 9 VSA §2480aa et seq.

8. The payee, desiring to receive an immediate net lump sum payment of \$6,500.00, agreed to transfer to the applicant transferee, or its assigns, the right to receive the following payments:

A) 41 monthly payments of \$700.00 each beginning on August 2, 2026 and ending on December 2, 2029. The "Assigned Payments").

9. The Transferor has completed and executed a Purchase Agreement (the "Transfer Agreement" as defined by the Transfer Act). A True copy the Transfer Agreement is attached hereto as Exhibit "A" and incorporated by reference herein in its entirety.

10. The Applicant Transferee above named timely provided to Transferor the required disclosures. A true and correct copy of the Disclosure Statement is attached hereto as Exhibit "B" and incorporated herein by reference in its entirety. The form, content, and typeface of the Disclosure Statement meet all of the requirements set forth in the Transfer Act.

11. The Transferor has established and verifies that the transfer is necessary, fair, reasonable, and appropriate, and in the best interests of the Transferor and the transferor's dependents if any taking into account the welfare and support of the payee's dependents if any, considering all relevant factors, including:

(A) the payee's ability to understand the financial terms and consequences of the transfer;

(B) the payee's capacity to meet his or her financial obligations, including the potential need for future medical treatment;

(C) the need, purpose, or reason for the transfer; and

(D) whether the transfer is fair and reasonable, considering the discount rate used to calculate the gross advance amount, the fees and expenses imposed on the payee, and whether the payee obtained more than one quote for the same or a substantially similar transfer.

The interests of the Transferor and the transferor's dependents if any would be better served with an immediate transfer of these funds and it is not

expected to subject the Transferor and the transferor's dependents if any to undue or unreasonable financial hardship in the future.

12. The transferor was advised in writing by transferee to seek independent professional advice regarding the financial advisability of the transfer and the other financial options available to the payee, if any, and that the payee has in fact received such advice; or such advice is unnecessary for good cause. See "Statement of Professional Representation" attached hereto as Exhibit "C."

13. The transfer complies with all requirements of the Transfer Act and will not contravene other applicable law, statute or order of any court or other governmental authority.

14. List of transferor's dependents and their ages:
The transferor is single and has one dependent Timothy Labelle 10 months old. See Exhibit "D" attached hereto and incorporated herein by reference thereto.

15. Prior Transfers:

There has been one prior application:

a. In Docket number 387-4-17 Cncv on July 13, 2017, 108 monthly payments beginning August 2, 2017 and ending July 2, 2026 were transferred for the consideration of \$48,000.00.

16. Notice has been provided to the annuity issuer and/or structured settlement obligor of transferee's name, address and taxpayer identification number, as required by applicable statute. (See Exhibit "E" attached hereto and incorporated herein in the entirety by reference thereto).

17. Remaining payments: If this application is approved, The Transferor shall have remaining Life Contingent monthly annuity payments of \$700.00 for life beginning January 2, 2030.

18. The transferee will provide proper notice to all interested parties upon receipt of an Order setting this matter for hearing.

WHEREFORE, the applicant respectfully requests the honorable court, after conducting a hearing on the application, as follows:

- A) To determine that independent professional advice to the payee regarding the financial advisability of the transfer and the other financial options available to the payee, if any, is unnecessary pursuant to subdivision 9 VSA 2480dd (a) (2) of this title;
- B) To approve the transfer; and
- C) For such other relief as seems just.

Dated this 23rd day of August 2017.

Wells Law Office
Attorney for Applicant

By: Timothy J. Wells
Timothy J. Wells, Esq.
Wells Law Office
PO Box 250
Westminster, VT 05158
WellsLawVT@aol.com
802-722-4000 telephone
802-722-4005 facsimile

Stewart to J.G. Wentworth Originations LLC
August 2017

INDEX TO ATTACHED EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
A.	Purchase Agreement	1-10
B.	Disclosure Statement	11-12
C.	Statement of Professional Representation	13
D.	List of Dependents and ages	14
E.	Notice to Annuity Issuer and Obligor	15

PURCHASE CONTRACT

This is a Purchase Contract ("Contract") for the sale of structured settlement payments between James Stewart (You, Your), and J.G. Wentworth Originations, LLC (We, Us, Our)
3993 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89169-6754.

BACKGROUND

- A. In connection with the resolution of a personal injury claim, You or someone acting for You, signed a Settlement Agreement that entitles You to receive certain future payments ("Settlement Payments"), according to a set schedule.
- B. Those Settlement Payments are being paid to You from an annuity policy ("Annuity Policy") purchased by the Person responsible for making the Settlement Payments to You ("Obligor").
- C. Rather than wait for the Settlement Payments to be made to You in the future, You want to sell all or some of those Settlement Payments ("Purchased Payments") to Us now for a lump sum.
- D. **THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH YOU SHOULD READ CAREFULLY, AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW DISPUTES BETWEEN YOU AND US ARE RESOLVED.**

DEFINED WORDS

Certain words used in this Contract have specific meanings, shown below.

Affiliate	An entity controlled by, controlling, or under common control with, another entity.
Annuity Policy	The policy purchased by the Obligor to ensure that the Settlement Payments are made to You as required by the Settlement Agreement.
Closing Documents	Any documents necessary to carry out the purchase of the Purchased Payments, other than the "Contract or Contract Documents" as defined below.
Contract or Contract Documents	Collectively, only this Contract and the Disclosure Statement.
Contract Date	The date Your signature at the end of this Contract is E-signed and date stamped. However, if You happen to sign this Contract before the number of days stated at the end of Your Disclosure Statement for waiting has passed, You will have no obligation under Your Contract until that time has passed.
Court Order	A legally binding ruling issued by a judge or properly empowered administrative officer, approving the sale of the Purchased Payments to Us ("Court Approval").
Disclosure Statement	The document which identifies for You, the Purchased Payments, expenses, Purchase Price and various other disclosures.
Encumbrance	Any claim, right, lien, policy loan, or restriction. In addition, this includes any limits on rights of ownership (such as the use, voting, transfer, receipt of income, etc.).
Funding Date	The date We pay You the Net Purchase Price.
Issuer	The insurance company that issued the Annuity Policy.

Obligor	The Person who is obligated to make payments to You under the Settlement Agreement.
Party	One of You or Us. Parties means both You and Us.
Person	Any natural person or legal entity.
Purchased Payments	Only those certain payments that We are purchasing from You under this Contract.
Purchase Price:	
Gross Purchase Price	The amount shown as the "gross amount payable to the seller (You)" on the Disclosure Statement. This is the sum We have agreed to pay You <i>before</i> any deductions as set forth in the Contract Documents.
Net Purchase Price	The amount shown as the "net amount payable to the seller (You)" on the Disclosure Statement. This is the sum We have agreed to pay You <i>after</i> any deductions as set forth in the Contract Documents.
Settlement Agreement	The agreement that You and the Obligor signed to resolve Your personal injury claim.
Settlement Payments	All of the payments that the Obligor has agreed to make to You in the Settlement Agreement.
We, Our, or Us	J.G. Wentworth Originations, LLC, along with any of its successors, assigns, and designees. Some of the Contract Documents or Closing Documents may refer to Us as the purchaser.
You or Your	The Person named on this Contract's first page. Some of the Contract Documents or Closing Documents may refer to You as the seller.

You and We agree as follows:

1. SALE OF THE PURCHASED PAYMENTS

- A. Upon the signing of this Contract and subject to certain conditions including Court Approval, You sell, transfer and assign to Us the right to receive the Purchased Payments specifically identified in the Disclosure Statement.
- B. We will pay You the Net Purchase Price as agreed to in the Contract Documents, subject to certain conditions, including meeting Our underwriting requirements, Court Approval and satisfactory completion of the Closing Documents. We will do this in exchange for You:
- selling the Purchased Payments to Us;
 - changing the beneficiary of the Annuity Policy to Your estate and not changing it again until We have been paid all of the Purchased Payments;
 - having any current beneficiaries waive their rights to the Purchased Payments; and
 - fulfilling Your promises under this Contract.
- C. If We are buying only a portion of Your payments, this will have no effect upon Your rights in the unsold portion. You will continue to receive the unsold portion unless You have already sold or encumbered that portion. However, sometimes the Issuer, the Obligor or the court may require Us to receive the entire amount of Your payment. If so, We will then forward the portion of the payment still due to You and You hereby agree to this payment servicing arrangement.

2. PURCHASE PRICE

- A. The Gross and Net Purchase Prices are shown on the Disclosure Statement and are fair and acceptable to You and Us.

- B. We will pay You the Net Purchase Price in the manner You designate for Us.
- C. Before we pay You, You agree that We will adjust for the following amounts, *if applicable*:
- Purchased Payments Owed to Us – The Issuer may have already paid You some of the Purchased Payments before We have paid You for them. If that happens, We will deduct the amount of those Purchased Payments.
 - Holdbacks – Due to possible delays in the Issuer beginning to make the Purchased Payments to Us instead of You, We will hold back an amount equal to any Purchased Payments that the Issuer owes Us post Court Approval, that are due within 90 days of the Funding Date. If We subsequently receive those particular Purchased Payments directly, We will return the amount of any related holdback to You.
 - Payment of Debts Owed – If You owe any past due child support, bankruptcy payoffs or taxes, or have any judgments or liens against You or Your assets, We may pay those amounts and deduct them from the amount We pay You, and You hereby provide Us with specific authority to take such action. We will provide You with notice of the amounts that We are going to pay, prior to actual payment.
- D. If any Purchased Payments are mistakenly sent to You after We have paid You for them, You will immediately contact Us. If We then determine that any deductions or holdbacks as set forth above are not enough to reimburse Us, We will advise You of the amount You owe Us. You agree to immediately send that amount to Us by bank or certified check.

3. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to Us the following:

- A. You understand that **THIS IS A SALE AND NOT A LOAN.**
- B. The Annuity Policy is in full force, You are the sole and undisputed recipient of the right to the Purchased Payments, have the right to sell them free and clear of any Encumbrances and have not previously sold any of the Purchased Payments to any other Person.
- C. You understand that Court Approval is required for this purchase; and You agree to fully cooperate with Us to obtain that approval.
- D. You gave Us all requested information and signed all documents necessary to complete the purchase. Every statement made by You in the Contract Documents and Closing Documents is true and complete.
- E. No law, divorce decree or other legal obstacle:
- requires You to keep the Purchased Payments for the benefit of a current or former spouse, dependent children, or other person; or
 - legally prevents You from contracting with Us, selling the Purchased Payments or changing the Annuity Policy's beneficiary.
- F. Either:
- You have never filed for bankruptcy, will not do so before the Funding Date and there are no lawsuits or efforts by any of Your creditors to put You into bankruptcy or take any of the Purchased Payments; or
 - If You filed for bankruptcy, the Purchased Payments were not subject to the claims of Your creditors. You will give Us a copy of any of Your bankruptcy documents that We request including evidence of a final bankruptcy payoff or case closing, if any.
- G. We can rely on Your representations, warranties, and promises in this Contract. These representations, warranties, and promises are for Our benefit and the benefit of any future owners of the Purchased Payments. You understand that Our reliance on any intentional misrepresentation by You may result in Our enforcing Our rights against You in court.

- H. You had enough time to consider the sale of the Purchased Payments, understand the terms of the Contract Documents and Closing Documents (including the arbitration provision), are of legal contracting age and sound mind, not under the influence of drugs or alcohol, and freely and voluntarily, enter into this Contract and agree to all of its terms.
- I. You were advised by Us to obtain independent legal advice and professional tax advice about the sale of the Purchased Payments and to have those advisors review the terms and legal, tax and other effects of this Contract with You prior to Your execution of this Contract. You have also explored all appropriate financial options before entering into this transaction.
- J. We did not provide tax, financial, or legal advice to You about this Contract and have advised You that We may not refer You to any specific attorney for such purpose.
- K. If You are married, Your spouse understands all of the terms and conditions of this Contract including, but not limited to the fact that, after the Funding Date, You (and Your spouse) will not receive the same amount of money on the same payment schedule as You would have received under the Annuity Policy. Your spouse has been provided with all information relating to the transaction and has had every opportunity to review the terms of the transaction and to seek any advice relating thereto. Your Spouse also understands that he or she will be giving up any property or contract rights that he or she may have in the Purchased Payments.
- L. We may sell, transfer, or assign Our right to the Purchased Payments in a sale, securitization, or other financing transaction (resale). Any resale would involve disclosing certain information about You (including Your personal information) to the parties to a resale.
- M. Any future owner of the right to the Purchased Payments will have all of the same rights We have, including the right to the duties You owe Us under this Contract. This includes the right to make a claim against You for violating any of the representations, warranties, or promises You made in this Contract.

4. YOUR PROMISES TO US

Before and after the Funding Date:

- A. You will tell us right away if Your address or telephone number changes and do everything necessary, including completing and signing all documents to:
- sell the right to the Purchased Payments to Us;
 - change the beneficiary as required by this Contract; and
 - correct any documentation errors in the Contract Documents or Closing Documents.
- B. You will also tell Us if any of the following occurs:
- a violation of this Contract; or
 - anything that could negatively affect the Annuity Policy, the Purchased Payments, or this Contract.
- C. You will not:
- agree to sell the Purchased Payments to any Person other than Us;
 - change the Annuity Policy's beneficiary to any Person other than Your estate until We have collected all of the Purchased Payments; or
 - withdraw cash from, borrow against, or change the Annuity Policy.
- D. You will give Us information necessary to update Your representations, warranties, and promises in this Contract. You will also update any documents and information so they will be true and complete on the Funding Date.

- E. We are now, and will continue in the future, to rely on the representations and warranties You have given Us. We will confirm the accuracy of Your representations and warranties. You must cooperate with this confirmation and provide complete access to any information We believe necessary.
- F. You agree that updating representations, warranties, promises, documents and other information will not cure a breach of any representation or warranty made by You that was not true and complete.
- G. You agree that Our obligation to You under this Contract is strictly limited to the requirement to pay You what We owe You under the terms of this Contract, after receipt and approval of the Closing Documents, final underwriting approval and Court Approval. Under no circumstances will We be liable for any consequential damages.
- H. You hereby appoint Us and any of Our designees, with full power of substitution as your Attorney in Fact, to act in Your name and place for the purpose of assigning and transferring ownership of any and all right, title and interest that You have in the Purchased Payments and for Us to obtain all benefits contemplated by this transaction. You also give Us full authority to act in any way proper and necessary to exercise this Attorney in Fact appointment including, but not limited to: (1) negotiating, endorsing and executing checks, drafts and other instruments in Your name; and (2) instituting, maintaining, compromising, settling and terminating any litigation or other proceedings related to the Purchased Payments. This power of attorney is coupled with an interest and shall survive death or disability.

5. CANCELLATION BY US

We may cancel this Contract before the Funding Date if:

- A. You breach any representation, warranty, or promise in any Contract Documents or Closing Documents.
- B. The petition for the Court Order is contested, opposed, or not approved.
- C. We are sued or threatened with a lawsuit or an arbitration about this Contract or the Annuity Policy.
- D. There is any threatened, pending, or final action, or change in law or rule challenging the legality of, or negatively affecting this transaction.
- E. You file for, or are forced into bankruptcy.
- F. You die.
- G. Final approval has not been given by Our underwriting department.
- H. The Purchase Contract is not signed by You and received back by Us by September 26, 2017.
- I. A major rating agency downgrades the Issuer's credit rating.
- J. The Issuer is, or becomes insolvent, or under regulatory supervision.
- K. With respect to A through J above, to the extent permitted by applicable law, the arbitration provision in Section 9 of this Contract shall survive the termination, cancellation or rescission of this Contract.

6. CANCELLATION BY YOU

- A. (1) YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS AFTER THE DATE YOU RECEIVE PAYMENT HEREUNDER FROM US. IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, YOU MUST SEND A NOTICE POSTMARKED AT ANY TIME WITHIN FIVE BUSINESS DAYS AFTER YOU RECEIVE PAYMENT HEREUNDER FROM US (This is the rescission period).

(2) YOUR NOTICE IS TO BE SENT EITHER BY CERTIFIED OR REGISTERED MAIL (RETURN RECEIPT REQUESTED) OR FEDEX OR ANOTHER MAJOR OVERNIGHT DELIVERY SERVICE. THE

NOTICE MUST INCLUDE A BANK OR CERTIFIED CHECK MADE PAYABLE TO US, IN THE FULL AMOUNT RECEIVED BY YOU. YOUR NOTICE MUST BE SENT TO:

J.G. Wentworth Originations, LLC
 Attention: Manager of Operations
 3993 Howard Hughes Parkway, Suite 250
 Las Vegas, NV 89169-6754

- B. GEORGIA RESIDENTS: YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO 5:00 P.M. OF THE TWENTY-FIRST DAY FOLLOWING RECEIPT OF THE ENCLOSED "NOTICE OF CANCELLATION RIGHTS" FORM, OR AT THE HEARING ON THE APPLICATION FOR AUTHORIZATION OF A TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS, OR AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS AFTER YOU RECEIVE PAYMENT HEREUNDER FROM US, WHICHEVER EVENT OCCURS LAST (This is the Georgia rescission period). IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, YOU MUST SIGN THE ENCLOSED "NOTICE OF CANCELLATION RIGHTS" FORM AND MAIL OR DELIVER IT TO US AS SPECIFIED IN THAT NOTICE AND YOU MUST RETURN ALL AMOUNTS (PURCHASE PRICE OR OTHERWISE) RECEIVED BY YOU ACCORDING TO THE REQUIREMENTS OF 6 (A) (2) ABOVE.
- C. WEST VIRGINIA RESIDENTS: IN ORDER FOR YOUR CANCELLATION TO BE EFFECTIVE, YOUR NOTICE CAN BE SUBMITTED VIA PHONE, MAIL, OR FACSIMILE. ANY AMOUNTS ADVANCED BY US IN CONTEMPLATION OF THE TRANSFER SHALL BE IMMEDIATELY REFUNDED TO US. IF YOU DISMISS YOUR ACTION AFTER APPOINTMENT OF A GUARDIAN AD LITEM, OR RESCIND YOUR TRANSFER AGREEMENT (PURCHASE CONTRACT) WITHIN THE RESCISSION PERIOD IN 6(A) (1) ABOVE, YOU SHALL BE RESPONSIBLE FOR THE FILING FEE AND ANY GUARDIAN AD LITEM FEES.
- D. With respect to A through C above, to the extent permitted by applicable law, the arbitration provision in Section 9 of this Contract shall survive the termination, cancellation or rescission of this Contract.

7. NOTICES

- A. All notices about this Contract must be in writing.
- B. All notices must be sent either by: (1) certified or registered mail (return receipt requested); or (2) FedEx or another major overnight delivery service with a delivery tracking system and are considered given when delivered as follows: If to You: to the most recent address for You listed in Our files. If to Us: to the address listed in Section 6(A) (2) of this Contract.

8. EVENTS OF DEFAULT

You will be in default if You:

- A. fail to comply with any terms or conditions of this Contract; or
- B. breach any of Your representations, warranties and promises in this Contract.

If You are in default, even if You have not rejected the arbitration provision (see Section 9 of this Contract), We have the right to enforce Our rights against You in court to make You perform Your promises or to get money from You. If We sue You in court in connection with a Claim that is subject to arbitration under the arbitration provision in Section 9 of this Contract, and You have not rejected the arbitration provision, You will have the option of remaining in court or seeking to compel arbitration of that Claim under the terms of the arbitration provision.

9. ARBITRATION PROVISION

To the extent permitted by applicable law, You and We agree to the following arbitration provision.

YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION PROVISION AS SET FORTH BELOW. If You do not reject this arbitration provision and a Claim is arbitrated, You will not have the right to: (1) have a court or a jury decide the Claim; (2) engage in information gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

Claims Subject to Arbitration. A "Claim" subject to arbitration is any claim, dispute or controversy between You and Us (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present or future, which arises out of, or relates to the Contract, the negotiations related thereto, the breach thereof or any other transaction conducted with us in connection with the Contract. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and includes claims for money damages and injunctive or declaratory relief. Upon the demand of You or Us, Claim(s) will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this arbitration provision.

Special Definitions. Solely for purposes of this arbitration provision, in addition to the meanings set forth in this Contract: (1) "We," "Us" and "Our" also (a) refer to Our employees, officers, directors, parents, controlling persons, subsidiaries and affiliates and (b) apply to third parties if You assert a Claim against such third parties in connection with a Claim you assert against Us; and (2) "You" or "Your" also refer to Your current or former spouse(s), children, heirs, estate, executors, successors, assigns, representatives and beneficiaries.

Excluded Claim or Proceeding. Notwithstanding the foregoing, "Claim" does not include any dispute or controversy about the validity, enforceability, coverage or scope of this arbitration provision or any part thereof (including, without limitation, the "Class Action Waiver" set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the Contract as a whole is for the arbitrator, not a court, to decide. In addition, We will not require You to arbitrate any individual action brought by You in small claims court or Your state's equivalent court, unless such action is transferred, removed, or appealed to a different court.

Federal Arbitration Act. Notwithstanding any other provision in this Contract, You and We agree that this Contract evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of the state of Your domicile (where You regularly reside on the Contract Date) shall apply.

Class Action Waiver. Notwithstanding any other provision of this Contract, if a Claim is arbitrated, neither You nor We will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other Persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision (provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including You. This means that We will not have the right to compel arbitration of any claim brought by such an agency). The Class Action Waiver is nonseverable from this arbitration provision. If the Class Action Waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver.

Arbitration Procedures. If You or We seek to arbitrate a Claim, the Party seeking arbitration must notify the other Party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit, such as a motion to compel arbitration. Otherwise, Your notice must be sent to Us at the address specified in Section 6 (A) (2) of this Contract and Our notice must be sent to the most recent address for You in our files. Any arbitration hearing that You attend will take place in a venue of Your domicile. If a Party files a lawsuit in court asserting Claim(s) that are subject to arbitration, and the other Party files a motion to compel arbitration with the court, which is granted, it will be the responsibility of the Party prosecuting the Claim(s) to select an arbitration administrator in accordance with the paragraph below and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

The arbitration will be administered by the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 1-800-778-7879 or JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, 1-800-352-5267. The rules and forms of the AAA and JAMS may be obtained by writing to these organizations at the addresses listed above. If the AAA and JAMS are unable or unwilling to serve as administrator, the Parties may agree upon another administrator or, if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all Parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this arbitration provision. In the event of a conflict between the provisions of this arbitration provision, on the one hand, and other provisions of this Contract or any applicable rules of the AAA or JAMS or other administrator used, on the other hand, the provisions of this arbitration provision shall control.

A single arbitrator will be appointed by the administrator and must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. The arbitrator will honor statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator will follow this Contract and the applicable substantive law, consistent with the FAA and this Contract, that would apply if the matter had been brought in court. At Your written request, we will pay all filing, hearing and/or other fees charged by the administrator and arbitrator to You for Claim(s) asserted by You in arbitration after You have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which You reside. (If You have already paid a filing fee for asserting the Claim(s) in court, You will not be required to pay that amount again). In addition, the administrator may have a procedure whereby You can seek a waiver of fees charged to You by the administrator and arbitrator. We will always pay any fees or expenses that We are required to pay by law or the administrator's rules or that We are required to pay for this arbitration provision to be enforced. The arbitrator will have the authority to award attorneys' and expert witness fees and costs to the extent permitted by this Contract, the administrator's rules or applicable law. The arbitrator will always award You reasonable attorneys' and expert witness fees and costs (a) if and to the extent You prevail on Claims you assert against Us in an arbitration commenced by You and (b) to the extent required under applicable law for this arbitration provision to be enforced. The arbitrator shall write a brief explanation of the grounds for the decision. A judgment on the award may be entered by any court having jurisdiction.

Severability and Survival. If any part of this arbitration provision, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. To the extent permitted by applicable law, this arbitration provision shall survive the termination, cancellation or rescission of this Contract.

Effect of Arbitration Award. The arbitrator's award shall be final and binding on all Parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either Party exceeding \$50,000, any Party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing Party. The decision of the panel shall be by majority vote. Reference in this arbitration provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph titled "Arbitration Procedures." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

Right to Reject Arbitration Provision. You may reject this arbitration provision by sending Us written notice of Your decision so that We receive it at the address listed below within forty-five (45) days of the Contract Date. Such notice must be sent by certified or registered mail (return receipt requested) or by FedEx or another major overnight delivery service with a delivery tracking system; must include a statement that You wish to reject the arbitration provision along with Your name, address, Account I.D. number and Your signature; and must be delivered to Us at the address specified in Section 6 (A) (2) of this Contract. This is the sole and only method by which You can reject this arbitration provision. Upon receipt of a rejection notice, We will reimburse You for the standard cost of a certified or registered letter or overnight delivery. Rejection of this arbitration provision will not affect any other terms of this Contract and will not result in any adverse consequence to You. You agree that Our business records will be final and conclusive with respect to whether You rejected this arbitration provision in a timely and proper fashion. This arbitration provision will apply to You and Us unless you reject it by providing proper and timely notice as stated herein.



10. MISCELLANEOUS

- A. You give Us permission to conduct background checks on You, including obtaining information from the credit bureaus, in order to verify Your legal residence, contact information, and any other information We deem necessary for this transaction. We can also search records for UCC filings, bankruptcy filings, judgments, liens and child support obligations against You.
- B. This Contract is the entire agreement between You and Us.
- C. If there is more than one of Us or You, this Contract applies to all of those people together, and to each of them on their own.
- D. Both Parties must agree in writing to any change to this Contract or waiver of its terms.
- E. Except as set forth in the arbitration provision in Section 9 of this Contract, if a court undoes any part of this Contract, the rest of the Contract remains valid.
- F. You cannot voluntarily or involuntarily sell, assign, or transfer this Contract, or any of Your rights or duties under this Contract. Any such action taken by You in violation of this section shall be void and of no effect.
- G. Except as otherwise required by applicable law, the law of the state of Your domicile (where You regularly reside on the Contract Date) will govern this Contract and disputes under this Contract shall be determined in Your domicile State (where You regularly reside on the Contract Date).
- H. This Contract also holds responsible Your heirs, and executors. This Contract benefits only You and Us, and no one else. However, if properly assigned by Us, this Contract will bind and benefit Our successors and assigns.
- I. Failure to enforce any provision of this Contract is not a waiver of that provision.
- J. The Parties may sign this Contract in one or more counterparts. Each counterpart will be considered an original. All counterparts will form one Contract. A facsimile, pdf or other electronic copy of the signed Contract or any counterpart will be considered an original and treated as such in any court [or arbitration] proceeding.
- K. We have investigated the proposed transfer of the Purchased Payments and, in light of information available to Us, have identified no violation of any applicable state or federal law.
- L. You will not receive an IRS Form 1099 from Us.
- M. Titles and headings in this Contract are for convenience only. Do not use them to interpret this Contract.
- N. Except as otherwise set forth in this Contract (including the arbitration provision in Section 9 of this Contract), You and We will pay our respective costs and expenses in carrying out this Contract.
- O. You give Us permission to request from our Affiliates information and documentation You have previously provided to them which we deem necessary for this transaction, including, bankruptcy filings, judgments, settling documents, annuity documents, liens, child support obligations, divorce documents.

You and We, intending to be legally bound, have signed this Contract as of the Contract Date below, and agree to all of its terms and conditions, including the arbitration provision.

By signing below, You also acknowledge that You were advised by Us in writing, that You should obtain independent legal advice and professional tax advice about the sale of the Purchased Payments and to have those advisors review with You, the terms and legal, tax and other effects of this Contract.

SELLER:

DocuSigned by:

James Stewart
21BBE644BE8445C...



James Stewart

8/22/2017

Date

SELLER'S SPOUSE (if applicable)



Spouse

Date

US: J.G. Wentworth Originations, LLC

Lori L. Borowski

BY:

Lori Borowski, Vice President

10

VERMONT
DISCLOSURE STATEMENT

We will purchase the following payments (Purchased Payments) from You:

A) 41 monthly payments of \$700.00 each, beginning on August 2, 2026 and ending on December 2, 2029

(The remainder of the page intentionally left blank)

The aggregate amount of the Purchased Payments is \$28,700.00.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 2.40% is \$22,303.44. The discounted present value is the calculation of the current value of the transferred structured settlement payments (Purchased Payments) under federal standards for valuing annuities.

The gross amount payable to seller (You) is \$6,500.00.

No other expenses are incurred by You.

The net amount payable to the seller (You) is \$6,500.00.

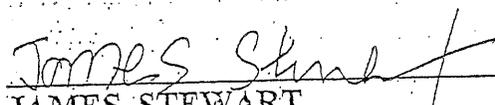
Based on the net amount that You will receive in payment from Us and the amounts and timing of the structured settlement payments that You are selling to Us, this is the equivalent of interest payments to Us at a rate of 15.08% per year. PLEASE NOTE THAT THIS IS NOT A LOAN, BUT A SALE OF PAYMENT RIGHTS AND THE INTEREST FIGURE IS ONLY PROVIDED AS AN ILLUSTRATION OF THE ECONOMIC IMPACT OF THE SALE.

Notice of Cancellation Rights:

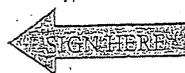
You may cancel without penalty or further obligation, not later than the fifth business day after Your receipt of payment from Us under the transfer agreement (Purchase Contract).

Please be advised there are no penalties or liquidated damages payable by You in the event of any breach of the transfer agreement (Purchase Contract) by You.

By signing below, You are confirming receipt of this Disclosure Statement at least 10 days prior to You executing the transfer agreement (Purchase Contract).



JAMES STEWART



Please complete and sign.

STATEMENT OF PROFESSIONAL REPRESENTATION

Please Choose Either Box A **OR** Box B Below.

After you have made your choice, SIGN AND DATE the appropriate box signature line.
YOU SHOULD SIGN ONLY ONE BOX - THE BOX YOU HAVE CHOSEN.

A. I HAVE BEEN ADVISED BY J.G. WENTWORTH ORIGINATIONS, LLC ("JGW") THAT I SHOULD OBTAIN INDEPENDENT PROFESSIONAL REPRESENTATION CONCERNING THE LEGAL, TAX AND/OR FINANCIAL IMPLICATIONS OF THIS TRANSACTION. I FULLY UNDERSTAND THE PURCHASE AGREEMENT AND THE EFFECTS OF THE TRANSACTION AND I DO NOT WISH TO SEEK OUT SUCH INDEPENDENT PROFESSIONAL REPRESENTATION.

_____ Date _____
 JAMES STEWART

B. I HAVE OBTAINED INDEPENDENT REPRESENTATION AND I FULLY UNDERSTAND THE LEGAL, TAX AND/OR FINANCIAL IMPLICATIONS OF THE TRANSACTION, THE PURCHASE AGREEMENT AND THE RELATED DOCUMENTS. I WAS NOT REFERRED TO MY PROFESSIONAL ADVISOR BY JGW. THE NAME OF MY PROFESSIONAL ADVISOR IS SET FORTH BELOW:

_____ Date _____
 JAMES STEWART 8/12/17

*To Be Completed By Certified Professional Advisor
 Only if you have signed Box B Above*

Law Firm Name: _____ Name of Professional: _____
 Phone Number: () _____ Attorney ID # _____
 Address: _____

 EIN # _____

I have personally met with and have provided independent professional advice to _____ in respect of the Purchase Contract with JGW and the transaction contemplated thereby. James Stewart was referred to me by the _____

_____ Date _____
 Professional's Signature *already on file.*

LIST OF DEPENDENTS

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

I have dependent(s) as listed below:

Name of Dependent	Relationship	DOB	Age
Timothy labell	Son	10/16/2015	1

If no dependent(s), please check this box _____

DocuSigned by:
James Stewart
218BE644BE8445C...

James Stewart

8/17/2017

Date



August 14, 2017

Metropolitan Life Insurance Company
MRMR
2025 Leestown Road, Suite J
Lexington, KY 40511
Attn: Legal Department/Structured Settlements

MetLife Tower Resources Group, Inc.
MRMR
2025 Leestown Road, Suite J
Lexington, KY 40511
Attn: Legal Department/Structured Settlements

RE: Notice of Sale/Assignment of Payment Rights
Your Contract #: 129877
Payee: James Stewart

Dear Insurer:

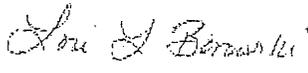
Please be advised that J.G. Wentworth Originations, LLC and/or its successors and assigns, have entered into a transaction with the above-referenced annuitant who is seeking to transfer certain of his/her rights to the payments scheduled to be received under the above-referenced annuity policy. We are currently seeking court approval pursuant to the applicable structured settlement transfer statute. Pursuant to the statute, please note the following information about the Purchaser:

J.G. Wentworth Originations, LLC
201 King of Prussia Road, Suite 200
Radnor, PA 19087
Tax ID # 88-0513164

PLEASE NOTE: No payments under this annuity should be held until the courts have entered a final order and we have forwarded this order to you.

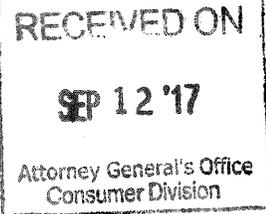
Very truly yours,

J.G. Wentworth Originations, LLC

By: 
Lori Borowski, Vice President

201 King of Prussia Road, Suite 200 • Radnor, PA 19087
PHONE: (800) 790-4016 • FAX: (866) 455-8067

WELLS LAW OFFICE
POST OFFICE BOX 250
WESTMINSTER, VERMONT 05158
TEL 802-722-4000
FAX 802-722-4005
WellsLawVt@aol.com



8 September 2017

Vermont Attorney General
109 State Street,
Montpelier, VT 05620 – 1001

CERTIFIED MAIL RETURN RECEIPT REQUESTED

RE:

Name of Case: JG Wentworth Originations LLC v. Paige wilding-Tabor
Superior court of Vermont
Orange Unit – Civil Division
Docket Number: 133-8-17 Oecv

Dear Gentlemen/Ladies:

I represent the transferee above named pursuant to applicable statutes, please accept this letter as notice that the payee/transferor above named has applied for a transfer of structured settlement payments to my client. Enclosed you will find a copy of the Application for filing pursuant to 9 VSA §2480ff(c). Also I have enclosed a copy of the hearing notice.

Should you have any questions at all about this process, please feel free to contact my office at the above number. I appreciate your time and consideration.

Sincerely,

A handwritten signature in cursive script that reads "Timothy J. Wells".

Timothy J. Wells, Esq.

STATE OF VERMONT
ORANGE UNIT

SUPERIOR COURT
CIVIL DIVISION

In Re:)
JG Wentworth Originations, LLC)
Applicant - Transferee. -) DOCKET #: 133 8-17 Oecv
&)
)
Paige Wilding-Tabor)
Payee- Transferor)

NOTICE OF HEARING DATE AND DEADLINE

To the following:

Prudential Insurance Company of America,
Stevens & Lee P.C.
620 Freedom Business Center Suite 200
King of Prussia, PA 19406
Attn: Legal Dept/ Structured Settlements

Prudential Assigned Settlement Services Corp.
Stevens & Lee P.C.
620 Freedom Business Center Suite 200
King of Prussia, PA 19406
Attn: Legal Dept/ Structured Settlements

Vermont Attorney General's Office
109 State Street
Montpelier, Vermont 05609-1001

Vermont Office of Child Support
280 State Drive NOB1
Waterbury, Vermont 05671-1060

Vermont Department of Taxes
Attn: Will S. Baker, Esq.
PO Box 429
133 State Street
Montpelier, VT 05633-1401

Paige Wilding-Tabor.

FILED
VERMONT SUPERIOR COURT

AUG 14 2017

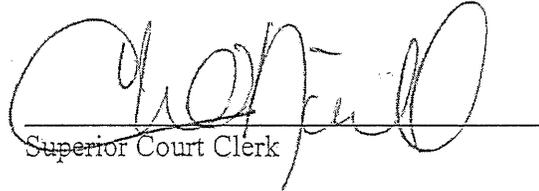
ORANGE UNIT

PLEASE TAKE NOTICE that on the following date and time the Application for Approval of the Transfer of Structured Settlement Payment Rights by and between the above named shall be heard:

BEFORE: Presiding Superior Court Judge
PLACE: Orange County Courthouse
5 Court Street
Chelsea, Vermont 05038
(802) 685-4610
DATE: 10/27/17
TIME: 10:00 O'clock

Any interested party shall have the right to file a response to said application. Any interested party is further advised that it is entitled to support, oppose, or otherwise respond to the application, by attending the hearing either in person or by counsel, by submitting written comments to the Court and counsel prior to the hearing, or by otherwise participating in the hearing. Written responses to the application may be filed with the Court, with copies to counsel, at any time until five (5) days prior to the hearing date, in order to be considered by the Court.

Dated this 30 day of August 2017.



Superior Court Clerk

STATE OF VERMONT
ORANGE UNIT

SUPERIOR COURT
CIVIL DIVISION

In Re:)
JG Wentworth Originations, LLC)
Applicant - Transferee. -) DOCKET #: 133- 08-17 Oecv
&)
)
Paige Wilding-Tabor.)
Payee - Transferor, -)

APPLICATION FOR APPROVAL OF THE TRANSFER PURSUANT TO 9 VSA 2480aa
et seq. BY AND BETWEEN
PAYEE AND APPLICANT TRANSFEREE ABOVE NAMED

COMES NOW, the Applicant Transferee and pursuant to 9 VSA 2480aa, et seq., files this Application seeking approval of the transfer of certain structured settlement payment rights, and in support thereof, states as follows:

1. This Application is filed pursuant to 9 VSA 2480aa, et seq. (the Vermont Transfer Act), seeking court approval of the transfer of a structured settlement.

2. The "Transferor" "Payee" above named is domiciled in Vermont and resides in the county in which the above captioned Superior Court, Civil Division is located. The Applicant, transferee above named, is a Nevada limited liability company with an address of 3993 Howard Hughes Parkway, Las Vegas, NV 89169-6754.

3. The annuity issuer Prudential Insurance Company of America, Steven & Lee, P.C. 620 Freedom Business Center, Suite 200, King of Prussia, PA 19406 Attn: Structured Settlements, is a corporation, which is domiciled in New Jersey. The annuity obligor Prudential Assigned Settlement Services

Corporation, Steven & Lee, P.C. 620 Freedom Business Center, Suite 200, King of Prussia, PA 19406 is a corporation which is domiciled in New Jersey.

4. As a result of the settlement of a personal injury claim (Accident) the payee is entitled to receive certain structured settlement payments. The terms of the settlement provide that the Applicant is to receive periodic sum payments. (The "Periodic Payments"). See attached Exhibit "A" affidavit of due diligence. The party obligated to make the payments under the settlement agreement is Prudential Assigned Settlement Services Corporation. (The "Structured Settlement Obligor").

5. In order to fund its obligation to make the settlement payments to the Transferor, the Structured Settlement Obligor, or its predecessor purchased a commercial annuity from Prudential Insurance Company of America (the "Annuity Issuer"), bearing Annuity Contract Number #SGQ000005978;

6. Federal law as codified in 26 USC § 5891 et al. seq. requires that in order to avoid the imposition of a 40% excise tax, the transfer of structured settlement payments rights must be approved by a Qualified Order. Federal law defines a Qualified Order as, in pertinent part, the order of a court issued by the state where the payee, resides provided that such state has adopted a structured settlement transfer statute which in this case is Vermont.

7. Vermont has adopted a structured settlement transfer statute i.e. 9 VSA §2480aa et seq.

8. The payee, desiring to receive an immediate net lump sum payment of \$23,238.46 agreed to transfer to the applicant transferee, or its assigns, the right to receive the following payments:

A) 1 payment of \$53,025.92 on October 9, 2023.

(The "Assigned Payments").

9. The Transferor has completed and executed a Purchase Agreement (the "Transfer Agreement" as defined by the Transfer Act). A True copy the Transfer Agreement is attached hereto as Exhibit "B" and incorporated by reference herein in its entirety.

10. The Applicant Transferee above named timely provided to Transferor the required disclosures. A true and correct copy of the Disclosure Statements are attached hereto as Exhibit "C" and incorporated herein by reference in its entirety. The form, content, and typeface of the Disclosure Statements meet all of the requirements set forth in the Transfer Act.

11. The Transferor has established and verifies that the transfer is necessary, fair, reasonable, and appropriate, and in the best interests of the Transferor and the transferor's dependents if any taking into account the welfare and support of the payee's dependents if any, considering all relevant factors, including:

(A) the payee's ability to understand the financial terms and consequences of the transfer;

(B) the payee's capacity to meet his or her financial obligations, including the potential need for future medical treatment;

(C) the need, purpose, or reason for the transfer; and

(D) whether the transfer is fair and reasonable, considering the discount rate used to calculate the gross advance amount, the fees and expenses imposed on the payee, and whether the payee obtained more than one quote for the same or a substantially similar transfer.

The interests of the Transferor and the transferor's dependents if any would be better served with an immediate transfer of these funds and it is not expected to subject the Transferor and the transferor's dependents if any to undue or unreasonable financial hardship in the future.

12. The transferor was advised in writing by transferee to seek independent professional advice regarding the financial advisability of the transfer and the other financial options available to the payee, if any, and that the payee has in fact received such advice or such advice is unnecessary for good cause. See Statement of Professional Representative marked Exhibit "D" attached and incorporated herein by reference in its entirety.

13. The transfer complies with all requirements of the Transfer Act and will not contravene other applicable law, statute or order of any court or other governmental authority.

14. Notice has been provided to the annuity issuer and/or structured settlement obligor of transferee's name, address and taxpayer identification number, as required by applicable statute. See Exhibit "E" attached.

15. List of transferor's dependents and their ages: The transferor has no dependents See Copy of List of dependents marked Exhibit "F" attached and incorporated herein by reference in its entirety.

16. Prior Transfers:

To the best of the transferee's knowledge after making a reasonable inquiry to the payee, the structured settlement obligor, and the annuity

issuer, there has been one previous application for the transfer of structured settlement payment rights of the payee in this court Docket No. 61-6-16 Oecv which was dismissed November 18, 2016.

17. Remaining Payments:

If this transfer is approved the payee will have the following remaining payment due:

- a. \$50,000.00 payable on October 9, 2023

18. The Transferee will provide proper notice to all interested parties upon receipt of an Order setting this matter for hearing.

WHEREFORE, the applicant respectfully requests the honorable court, after conducting a hearing on the application, as follows:

A) To determine that independent professional advice to the payee regarding the financial advisability of the transfer and the other financial options available to the payee, if any, is unnecessary pursuant to subdivision 9 VSA 2480dd (a) (2) of this title;

B) To approve the transfer; and

C) For such other relief as seems just.

Dated this 9th day of August 2017

Wells Law Office

By: 

Timothy J. Wells, Esq.

PO Box 250

Westminster, Vermont 05158

(802) 722-4000

Wellslawvt@aol.com

Attorney for Applicant

AFFIDAVIT OF DUE DILIGENCE

I, Kristen Stapler, a Compliance Analyst with J.G. Wentworth Originations, LLC, hereby certify that I am attempting to locate a copy of the Order Approving Settlement pertaining to Paige Wilding-Tabor's annuity.

1. Paige Wilding-Tabor has not provided a copy of an Order Approving Settlement related to her annuity to J.G. Wentworth Originations, LLC.
2. J.G. Wentworth Originations, LLC has made efforts to locate and obtain a copy of any Order Approving Settlement related to Paige Wilding-Tabor's annuity.
3. To date, J.G. Wentworth Originations, LLC has been unable to obtain a copy of any Order Approving Settlement related to Paige Wilding-Tabor's annuity.

I HEREBY CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE FALSE, I AM SUBJECT TO PUNISHMENT.

Kristen Stapler Date: August 3, 2016

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DELAWARE

On this 3 day of August, 2016, the above person, known to me to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged to me that he/she has read this instrument and that the instrument has been executed by him/her.

Victor Burgess
NOTARY PUBLIC
My Commission Expires:

