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5 Attorneys for Petitioner
J.G. Wentworth Originations, LLC
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FILED
SUPERIOR COURT, METROPOLITAN DIVISION
COUNTY OF KERN
DEC 17 2012
TERRY McNALLY, CLERK
BY _____ DEPUTY

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF KERN**
10

11 **IN RE: OAKES URECHE;**

Case No.: S-1500-CV-278082 NFT

12 APPROVAL FOR TRANSFER OF
13 STRUCTURED SETTLEMENT PAYMENT
RIGHTS BY AND BETWEEN OAKES
14 URECHE, TRANSFEROR, AND J.G.
WENTWORTH ORIGINATIONS LLC,
15 TRANSFEREE

ORDER

Hearing Date: December 17, 2012

Hearing Time: 8:30 a.m.

Hearing Dept.: 14

16
17 **ORDER**
18

19 The Court, having reviewed and considered the Petition of J.G. Wentworth Originations
20 LLC, together with all other such relevant matters, finds that there is good cause to approve the
21 transfer of structured settlement payment rights by and between Oakes Ureche ("Payee") and J.G.
22 Wentworth Originations, LLC ("Transferee").
23

24 Pursuant to California Insurance Code §§ 10134 to 10139.5 (the "Act"), this Court finds:

25 1. That the transfer is in the best interest of the Payee, taking into account the welfare
26 and support of the Payee's dependents, if any.
27
28

2. That the Payee has been advised in writing by the Transferee to seek independent professional advice regarding the transfer and has either received such advice or knowingly waived such advice in writing.

3. That the Transferee has provided the Payee with a disclosure form consistent with Section 10136 of the California Insurance Code and the Transfer Agreement complies with Section 10138 of the California Insurance Code.

4. That the transfer does not contravene any applicable federal or state statute or the order of any court or other responsible administrative or government authority.

5. That the Payee reasonably understands the terms of the Transfer Agreement, including the terms set forth in the Disclosure Statement required by Section 10136.

6. That the Payee reasonably understands and does not wish to exercise his right to cancel the Transfer Agreement.

ACCORDINGLY, IT IS HEREBY ORDERED, that:

1. The Purchase Agreement providing for the transfer of structured settlement payment rights by and between Oakes Ureche, Transferor, and J.G. Wentworth Originations, LLC, Transferee is **approved**.

2. It is further ordered that Sun Life Assurance Company of Canada ("U.S."), successor by merger to Keyport Life Insurance Company ("Sun Life"), as Structured Settlement Obligor, shall direct Liberty Life Assurance Company of Boston ("Liberty Life"), as Annuity Issuer, to send to J.G. Wentworth Originations, LLC ("Wentworth"), its nominees, successors or assigns: specifically: **Monthly payments of \$440.75 each, commencing on May 7, 2015 through and including April 7, 2028 ("Assigned Payments")**, at the following address¹:

**P.O. Box 83364
Woburn, MA 01813-3364**

¹ Oakes Ureche will receive \$20,000.00 from this transaction.

1
2 Sun Life and Liberty Life shall have no obligation to remit any Assigned Payments to J.G.
3 Wentworth Originations, LLC that come due and are payable to Oakes Ureche prior to entry of this
4 Order. Sun Life and Liberty Life will commence paying the Assigned Payments that become due
5 and payable to J.G. Wentworth Originations, LLC upon receipt of the court-approved Order.
6

7 Liberty shall not split Periodic Payments and shall forward the entire sum of each monthly
8 payment to Wentworth which shall forward the non-assigned portion, if any, to Mr. Ureche
9 ("Servicing Agreement").

10 3. The death of the Payee prior to the due date of the Assigned Payments shall not
11 affect the transfer of the Assigned Payments from the Payee to Peachtree and the Payee understands
12 he is giving up his rights and the rights of his heirs, successors and or beneficiaries to the Assigned
13 Payments.
14

15 4. The Transferee is hereby required to indemnify the Annuity Issuer and the Structured
16 Settlement Obligor for any liability, including reasonable costs and attorney's fees, which arises
17 from compliance by the Annuity Issuer and Structured Settlement Obligor with regard to this Order
18 of the above Court.

19 5. This Order is entered without prejudice to the rights of Sun Life Assurance Company
20 of Canada ("U.S."), successor by merger to Keyport Life Insurance Company ("Obligor") and
21 Liberty Life Assurance Company of Boston ("Annuity Issuer") and the Court makes no finding
22 regarding the enforceability of any non-assignment provision(s) contained in the original Settlement
23 Agreement or related documents.
24

25 6. This Order in no way modifies or negates the ownership or control of the underlying
26 annuity contract by Sun Life.

27 7. The Structured Settlement Obligor and the Annuity Issuer are, as to all parties except
28

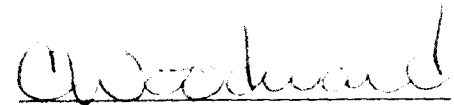
1 Transferee, discharged and released from any and all liability for the Assigned Payments.

2 8. Transferee is liable to the Structured Settlement Obligor and the Annuity Issuer for
3 any taxes incurred by such parties as a consequence of the transfer if the transfer contravenes the
4 terms of the structured Settlement Agreement.

5 9. Transferee is liable to the Structured Settlement Obligor and the Annuity Issuer for
6 any other liabilities or costs, including reasonable costs and attorney's fees, arising from compliance
7 by such parties with the order of the court or responsible administrative authority or arising as a
8 consequence of Transferee's failure to comply with the Act.
9

10 10. Any further transfer of structured settlement payment rights by Payee may be made
11 only after compliance with all of the requirements of the Act.
12

13 DONE AND ORDERED in San Bernardino County, California on this 17th day of
14 December, 2012.
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18 JUDGE OF THE SUPERIOR COURT
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ORIGINAL

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Attorneys for Petitioner
J.G. Wentworth Originations, LLC

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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IN RE OAKES URECHE;

CASE NO.: S-1500-CV-278082 NFT

APPROVAL FOR TRANSFER OF
STRUCTURED SETTLEMENT PAYMENT
RIGHTS BY AND BETWEEN OAKES
URECHE, TRANSFEROR, AND J.G.
WENTWORTH ORIGINATIONS, LLC,
TRANSFEREE

UNLIMITED JURISDICTION

**PROOF OF SERVICE OF VERIFIED
PETITION ET AL.**

DATE: December 17, 2012
TIME: 8:30 a.m.
DEPT: 17

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16000 Ventura Boulevard, Suite 1000, Encino, California 91436.

On November 29, 2012, I served the following documents on the interested parties in this action:

1. NOTICE OF HEARING ON PETITION FOR APPROVAL FOR TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS BY AND BETWEEN OAKES URECHE AND J.G. WENTWORTH ORIGINATIONS LLC, PURSUANT TO CALIFORNIA INSURANCE CODE § 10134, ET SEQ.;

2. VERIFIED PETITION FOR APPROVAL FOR TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS BY AND BETWEEN OAKES URECHE AND J.G.

1 WENTWORTH ORIGINATIONS LLC, PURSUANT TO CALIFORNIA INSURANCE CODE §
2 10134, ET SEQ.;

3 3. DECLARATION OF OAKS URECHE IN SUPPORT OF PETITIONER'S
4 PETITION FOR APPROVAL FOR TRANSFER OF STRUCTURED SETTLEMENT PAYMENT
5 RIGHTS;

6 4. ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

7 5. PROOF OF SERVICE VIA FEDERAL EXPRESS

8
9 **Oakes Ureche**
10 **708 Isabell Road**
11 **Bakersfield, CA 93306-5560**
12 **(661) 213-4949**

Liberty Life Assurance Company of Boston
100 Liberty Way
Mail Stop 03A
Dover, NH 03820
Attn. Jayson Paquette

12 Keyport Life Insurance Company n/k/a Sun
13 Life Assurance Company of Canada
14 One Sun Life Executive Park
15 Wellesley Hills, MA 02481
16 Attn. Legal Dept/Structured Settlements

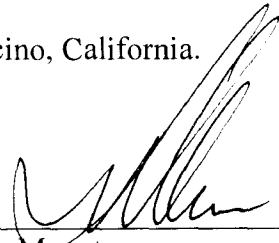
Structured Settlement Coordinator
Department of Justice
Consumer Law Section
455 Golden Gate Avenue, Suite 11000
San Francisco, CA 94102-7004

15 Agent for Service of Process of Keyport Life
16 Insurance Company n/k/a Sun Life Assurance
17 Company of Canada
c/o Nancy Flores
818 West Seventh
Los Angeles, CA 90017

Agent for Service of Process of Liberty Life
Assurance Company of Boston
c/o CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive
Suite 150N
Sacramento, CA 95833

18 by Federal Express. I deposited such documents at the Federal Express drop box located at 16000
19 Ventura Boulevard, Suite 1000, Encino, California. The envelope was deposited with delivery fees
20 thereon fully prepaid.

21 I declare under penalty of perjury under the laws of the State of California that the foregoing
22 is true and correct. Executed on November 29, 2012 at Encino, California.

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Uniform Qualified Assignment

"Claimant" Oakes Ureche

"Assignor" Liberty Mutual Insurance Company

"Assignee" Keyport Life Insurance Company

"Annuity Issuer" Liberty Life Assurance Company of Boston

"Effective Date" JANUARY 25, 2001

This Agreement is made and entered into by and between the parties hereto as of the Effective Date with reference to the following facts:

- A. Claimant has executed a settlement agreement or release dated JULY 29, 2002, ~~2001~~ (the "Settlement Agreement") that provides for the Assignor to make certain periodic payments to or for the benefit of the Claimant as stated in Addendum No. 1 (the "Periodic Payments"); and
- B. The parties desire to effect a "qualified assignment" within the meaning and subject to the conditions of Section 130(c) of the Internal Revenue Code of 1986 (the "Code").

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties agree as follows:

1. The Assignor hereby assigns and the Assignee hereby assumes all of the Assignor's liability to make the Periodic Payments. The Assignee assumes no liability to make any payment not specified in Addendum No. 1.
2. The Periodic Payments constitute damages on account of personal injury or sickness in a case involving physical injury or physical sickness within the meaning of Sections 104(a)(2) and 130(c) of the Code.
3. The Assignee's liability to make the Periodic Payments is no greater than that of the Assignor

immediately preceding this Agreement. Assignee is not required to set aside specific assets to secure the Periodic Payments. The Claimant has no rights against the Assignee greater than a general creditor. None of the Periodic Payments may be accelerated, deferred, increased or decreased and may not be anticipated, sold, assigned or encumbered.

4. The obligation assumed by Assignee with respect to any required payment shall be discharged upon the mailing on or before the due date of a valid check in the amount specified to the address of record.
5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
6. The Assignee may fund the Periodic Payments by purchasing a "qualified funding asset" within the meaning of Section 130(d) of the Code in the form of an annuity contract issued by the Annuity Issuer. All rights of ownership and control of such annuity contract shall be and remain vested in the Assignee exclusively.
7. The Assignee may have the Annuity Issuer send payments under any "qualified funding asset" purchased hereunder directly to the payee(s) specified in Addendum No. 1. Such direction of payments shall be solely for the Assignee's convenience and shall not provide the Claimant or any payee with any rights of ownership or control over the "qualified funding asset" or against the Annuity Issuer.
8. Assignee's liability to make the Periodic Payments shall continue without diminution regardless of any

bankruptcy or insolvency of the Assignor.

9. In the event the Settlement Agreement is declared terminated by a court of law or in the event that Section 130(c) of the Code has not been satisfied, this Agreement shall terminate. The Assignee shall then assign ownership of any "qualified funding asset" purchased hereunder to Assignor, and Assignee's liability for the Periodic Payments shall terminate.

10. This Agreement shall be binding upon the respective representatives, heirs, successors and assigns of the Claimant, the Assignor and the Assignee and upon any person or entity that may assert any right hereunder or to any of the Periodic Payments.

Assignor: Liberty Mutual Insurance Company

By: 

Authorized Representative

Title ATCS

Assignee: Keyport Life Insurance Company

By: 

Authorized Representative

Title AVP

Addendum No. 1

Description of Periodic Payments

\$10,000 Annually for 4 years guaranteed. First payment 05/07/2011 (age 18)
and final payment 05/07/2014 (age 21).

\$540.75 Monthly for 15 years guaranteed. First payment 05/07/2015 (age 22)
and final payment 04/07/2030 (age 37).

\$40,000 Lump sum payable 05/07/2038 (age 45).

\$65,000 Lump sum payable 05/07/2048 (age 55).

\$75,000 Lump sum payable 05/07/2058 (Age 65).

Payee: Oakes Ureche

Initials

Assignor: 

Assignee: 

UQA ED. 4-88

POLICY INFORMATION

ANNUITANT: OAKES JAMES URECHE

POLICY NUMBER: NP3-016734

DATE OF ISSUE: 01/25/2001

ISSUE AGE: 8 SINGLE PREMIUM: VALUABLE
CONSIDERATION

SEX: MALE

TYPE OF COVERAGE

POLICY: Single Premium Immediate Annuity

ADDITIONAL AGREEMENTS: Amendatory Agreement

Payee OAKES JAMES URECHE :

\$10,000.00 payable annually, guaranteed for 4 year(s), beginning on 05/07/2011, with the last guaranteed payment on 05/07/2014.

\$40,000.00 paid as a lump sum on 05/07/2038 guaranteed.

\$65,000.00 paid as a lump sum on 05/07/2048 guaranteed.

\$75,000.00 paid as a lump sum on 05/07/2058 guaranteed.

\$540.75 payable monthly, guaranteed for 15 year(s), beginning on 05/07/2015, with the last guaranteed payment on 04/07/2030.

Payments will be made to the Annuitant, if living, otherwise; to the estate of OAKES JAMES URECHE .

DUPLICATE



Liberty Mutual Group

Liberty Life Assurance Company of Boston
P.O. Box 1525
Dover, NH 03821-1525
(800) 451-7065
Fax (603) 749-2534

October 5, 2012

OAKES URECHE
708 ISABELL RD
BAKERSFIELD, CA 93306-5560

RE: ADDRESS CHANGE CONFIRMATION
Policy Number: NP3-016734

Dear OAKES URECHE:

Based on your recent request, we have changed your address to the following:

708 ISABELL RD
BAKERSFIELD, CA 93306-5560

If this address is not correct, *please notify us immediately* at the above telephone number. Specialists are available to take your call any business day from 8 a.m. to 5 p.m. Eastern Time.

Sincerely,

Structured Settlements Operations
Liberty Life Assurance Company of Boston