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[REDACTED]
Attorneys at Law

[REDACTED]
[REDACTED]
[REDACTED]

Attorneys for Petitioner

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

Oct 20 2021

Lucero Zuniga

THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

[REDACTED]

VS.

STATUTORY INTERESTED PARTIES AS
DEFINED BY CAL. INS. CODE 10134(G)

Case No.: CVPS [REDACTED]

**[PROPOSED] ORDER APPROVING
TRANSFER OF STRUCTURED
SETTLEMENT PAYMENT RIGHTS.**

Hearing Date: [REDACTED]
Hearing Time: 8:30 AM
Hearing Dept.: PSI

This matter coming to be heard on [REDACTED] First Amended
Petition for Approval of Transfer of Structured Settlement Payment Rights ("Petition") between
[REDACTED] Trustees ("Trustees") of the [REDACTED]
[REDACTED] ("Payee") in accordance with the California
Structured Settlement Protection Act, Cal. Ins. Code § 10134, *et seq.* (the "Act"). The Court being
fully advised in the premises, and the Court having jurisdiction of the matter and the parties to this
Order, and in accordance with the Act and upon papers submitted, including the Agreement to
Transfer Structured Settlement Payment Rights dated [REDACTED] ("Transfer Agreement"), the

NOV 08 2021

1 Disclosure Statements signed by [REDACTED] and the testimony of [REDACTED], the Court expressly finds
2 as follows:

3 1. All parties, including [REDACTED] have been made aware of, understand, and
4 acknowledge the risks associated with participating in a hearing taking place via a virtual platform.
5 All parties that have appeared and participated in the hearing associated with this matter consented
6 to participate in a virtual hearing.
7

8 2. Notice of the Petition has been given to John Hancock Life Insurance Company
9 (U.S.A.) f/k/a John Hancock Life Insurance Company ("John Hancock Life" or "Issuer") and John
10 Hancock Assignment Company ("John Hancock Assignment" or "Obligor") at least twenty (20)
11 days before the date of the hearing, who do not object to the Petition based upon the terms of this
12 Order.
13

14 3. Ten or more days, before [REDACTED] executed the Transfer Agreement, [REDACTED]
15 provided to [REDACTED] a separate disclosure form that complies with Cal. Ins. Code § 10136.
16

17 4. [REDACTED] has filed with the Court and served on all interested parties, including
18 John Hancock Life and John Hancock Assignment; notice of the transfer, the application for its
19 authorization, and the other related documents required by Cal. Ins. Code § 10139.5(c), at which
20 time a proper filing was made with the Attorney General as required by Cal. Ins. Code § 10139.
21

22 5. Pursuant to Cal. Ins. Code § 10139.5(1), the transfer is in the best interest of the
23 [REDACTED] taking into account the welfare and support of the [REDACTED] dependents, if any.

24 6. Pursuant to Cal. Ins. Code 10139.5(a)(6), [REDACTED] understand and do not wish to
25 exercise the [REDACTED] right to cancel the Transfer Agreement.
26

27
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1 7. Pursuant to Cal Ins. Code :§ 10139.5(/1)(5), [REDACTED] understand the terms of the
2 Transfer Agreement, including the terms- set forth in the disclosure statement required by Cal. Ins.
3 Code §.10136.

4
5 8. Pursuant to Cal Ins. Code.§ 10139.5(/1)(2), [REDACTED] have been advised in writing by
6 [REDACTED] to seek independent professional advice regarding the proposed transfer and have
7 either received that advice or knowingly waived in writing, the opportunity to receive the advice.

8 9. Pursuant to Cal. Ins. Code § 10139.5(a)(3), [REDACTED] has complied with the
9 [REDACTED] requirements pursuant to Cal Ins.,- Code § f0139.5(f)(2) [REDACTED] has provided
10 [REDACTED] with a disclosure form that complies with Cal. Ins. Code § 10136, and the, Transfer
11 .Agreement complies with Cal. Ins. Code§§ 10136 arid 10138.

12
13 JO. Pursuant to Cal. Ins. Code. § 10139.5(f)(1), venue andjurisdjcti911 are: proper in this
14 Court because this is the state in which the [REDACTED] is
15 ,domiciled.

16 11. The transfer complies with the requirements--of Cal. Ins. Code § 10134, *et seq.* and
17 26 U.S.C. § 5891, anq does not contrl vene any-applicable statute or the order of any court or other
18 government authority.

19 12. Pursuant to Cal Ins. Code. § 10137(a); the transfer is fair and reasonable" and in the
20 best interest of the [REDACTED] taking into account the welfare and support of the [REDACTED] dependents, if
21 any.
22

23 13. Pursuant to Cal Ins.. Code, § 10137(b); the transfer complies with the requirement\$ of
24 Cal.'Ins. Code§ 10134 *et s(!q.*, will not contravene other applicable law; and the Court has-reviewed
25 and approved the transfer as provided in Cal. Ins. Code§ 10139.5.
26

27 14. This Court finds that the transfer satisfies all requirements under the Act and that
28 pursuant to 26 U.S.C. § 5.8-91 (b)(2)(A)(i) and (ii), the transfer described in Paragraph 1 .of this

1 Court Order below (i) does not contravene any Federal or State statute or the order of any court or
2 responsible administrative authority, and (ii) is in the best interest of the [REDACTED] taking into account.
3 the welfare and support of the [REDACTED] dependents, if any.
4

5 15. [REDACTED] has assigned to [REDACTED] ("Assignee") all of its
6 rights under the Transfer Agreement and the right to receive the Assigned Payments (defined
7 below).

8 16. [REDACTED], were entitled to receive payments
9 from an annuity issued by John Hancock Life, annuity contract number: [REDACTED]
10 (the "Periodic Payments"), and purchased by John Hancock Assignment, which funds payments due
11 under a Settlement Agreement and Release. The Periodic Payments due under the annuity
12 originally monthly payments of [REDACTED] each, beginning [REDACTED]
13 [REDACTED], and continuing thereafter for the life of [REDACTED];
14 all payable under a Qualified Assignment and Release Agreement with an effective date of January
15 20[REDACTED]
16 [REDACTED]
17 [REDACTED]

18 17. Pursuant to the [REDACTED]
19 and Petition for its Settlement; Petition for allowance of [REDACTED] and Attorneys' Fees;
20 Petition for [REDACTED] and of the Superior Court of the State of California in and
21 for the County of [REDACTED] and the [REDACTED]
22 [REDACTED], the payee of annuity contract number [REDACTED]
23 [REDACTED]"
24 was changed to the [REDACTED]
25 [REDACTED]

26 18 By Order dated [REDACTED] the [REDACTED]
27 [REDACTED]
28 [REDACTED] were granted leave to assign monthly payments of

1 [REDACTED]
2 [REDACTED]
3 [REDACTED] pursuant to annuity contract number [REDACTED]
4 [REDACTED]
5 [REDACTED], a total of [REDACTED] in exchange for a net lump sum payment of
6 \$1,261,779.66, [REDACTED]
7 [REDACTED]

8 19. The current Petition seeks to -transfer to [REDACTED] the following Periodic
9 Payments: [REDACTED]
10 [REDACTED]
11 [REDACTED] (the "Assigned Payments").

12 20. [REDACTED] is domiciled in this state, making this Court an appropriate forum for the
13 filing and prosecution of this Petition,.

14 Based on the foregoing findings, the transfer of payments from the [REDACTED] to [REDACTED]
15 should be approved.

17 **IT IS HEREBY ORDERED** that the Petition for Approval of Transfer of Structured.
18 Settlement Payment Rights between [REDACTED] and the [REDACTED] is approved in all respects
19 pursuant to the Act on the following terms;

20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]

25 [REDACTED] are in exchange for a net purchase price of \$1,766,589.96 [REDACTED]
26 [REDACTED]
27 [REDACTED]

28

1 2. Any obligation of John Hancock Life and John Hancock Assignment hereunder to
2 direct the Assigned Payments to Assignee is limited to only such Assigned Payments as have not
3 already been paid as of the date John Hancock Life and John Hancock Assignment receive this
4 Order entered by the Court allowing the proposed transfer. [REDACTED] and Assignee agree to
5 seek recovery solely from [REDACTED] for the Assigned Payments if made by John Hancock Life and
6 John Hancock Assignment prior to the receipt of the foregoing.
7

8 3. The Issuer is hereby directed to deliver and make payable to Assignee at the
9 following address:

10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13

14 the Assigned Payments becoming due beginning on [REDACTED] through and including
15 [REDACTED]. The contingent beneficiary under the Annuity shall be the [REDACTED].

16 4. [REDACTED] and Assignee and their affiliates and successors in interest shall defend,
17 indemnify, and hold harmless Obligor and Issuer and their successors and assigns, parents,
18 attorneys, affiliates, and subsidiaries from and against any and all liability from all claims in
19 connection with, related to, or in any way arising out of the Transfer Agreement, the Petition, or
20 this Order, whether such claims are brought by [REDACTED] (including heirs, dependents
21 beneficiaries, contingent beneficiaries, or executors), [REDACTED] or by any other individual or entity. To
22 the extent [REDACTED] and/or Assignee fails to honor this indemnification and defense, obligation John
23 Hancock Life and John Hancock Assignment may, in addition to all other remedies afforded
24 by law, satisfy the same by withholding to their own credit the Assigned Payments,
25

26 5. [REDACTED] and Assignee and their affiliates and successors in interest shall be
27 liable to Obligor and Issuer for any and all liabilities, and costs, including reasonable costs and
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1 attorneys' fees arising from compliance with this Order or arising as a consequence of any failure of
2 [REDACTED] and/or Assignee to comply with the Act;

3
4 6. The Obligor and Issuer are hereby discharged from all liability with respect to the
5 Assigned Payments becoming due beginning on [REDACTED] through and including [REDACTED]
6 [REDACTED] and any transferred portions thereof as to all parties, except [REDACTED]. This Order is
7 entered, without prejudice to the rights of the Obligor and Issuer? and the Court makes no finding
8 regarding the enforceability of any non-assignment provisions contained in the original settlement
9 agreement, the Annuity Contract, or related documents. This Order in no way modifies or negates
10 the ownership or control over the underlying annuity contract by the Obligor and Issuer, and
11 nothing contained in this Order shall be deemed to afford [REDACTED] any rights or ownership or
12 control of the annuity contract which funds the settlement payments, to [REDACTED] or shall otherwise
13 affect the exclusive ownership and control of such annuity contract, by the Obligor. This Order shall
14 be binding on [REDACTED] Assignee, the Obligor and Issuer, and all
15 other interested parties.
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18 7. The limited assignments permitted herein are expressly limited to the subject annuity
19 contract; and by their agreement to this Order, neither John Hancock Life nor John Hancock
20 Assignment waives enforcement of the anti-assignment provisions in these or any other Settlement
21 Agreements, Qualified Assignments, or Annuity Contracts.

22 8. [REDACTED] for themselves, [REDACTED] and for, [REDACTED] heirs, and
23 administrators, or individuals or entities that may claim through them, hereby remise, release; and
24 forever discharge John Hancock Life and John Hancock Assignment, and their directors,
25 shareholders, officers, agents attorneys, employees," servants, reinsurers, successors, and assigns,
26 and any parent, subsidiary, or affiliate thereof; and their directors, shareholders, officers, agents,
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1 attorneys, employees, servants, successors, and assigns past and present, of and from any and all
2 manner of actions and causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, 3
4 ll.greements, judgments, settlements, damages, claims; and demal).ds whatsoever, iQ. law or *IN* equity;
5 arising out of, related to, or in connection with the Assigned Payments identified herein, or John
6 Hancock Life's or John Hancock Assignment's compliance with this Order.

7 9. It is agreed and understood that [REDACTED] and/or Assignee
8 attempts to further assign the Assigned Payments to another person or entity, John Hancock Life
9 and John Hancock Assignment will not be obligated to redirect the Assigned Payments to any such
10 person or entity. If [REDACTED] and/or Assignee is granted approval to further assign the Assigned
11 Payments, Assignee will continue to -Service the Assigned Payments becoming due beginning on:

12 [REDACTED]

13 10. [REDACTED] prior to the due date of the last Assigned Payment shall not affect
14 the transfer of the Assigned Payments :from the [REDACTED] to Assignee, and [REDACTED] understand that they
15 are giving up the [REDACTED] rights, and the rights of [REDACTED] heirs, successors, and/or beneficiaries, to
16 the Assigned Payments.
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19 11. [REDACTED] by its counsel [REDACTED] Esquire, expressly represents
20 to the Court that it is a limited liability in good standing and that it hereby submits to the jurisdiction.
21 of this Court for the purpose of the entry and enforcement of this Order:
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23 12. Any further transfer: of structured. settlement rights by [REDACTED] shall be made only
24 after compliance with the requirements of the structured settlement protection acts applicable to this
25 transfer.
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