

<b>Matter of J.G. Wentworth Originations, LLC v Savoy</b>
2021 NY Slip Op 30335(U)
February 4, 2021
Supreme Court, Kings County
Docket Number: 501923/2020
Judge: Peter P. Sweeney
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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X  
*In the Matter of the Petition of*

Index No.: 501923/2020  
Motion Seq #01 & #02

J.G. WENTWORTH ORIGINATIONS, LLC,

*Petitioner,*

**ORDER**

and

DESHAWN SAVOY,  
METROPOLITAN TOWER LIFE INSURANCE COMPANY  
and METROPOLITAN LIFE INSURANCE COMPANY,

*Respondents.*

*As Interested Persons pursuant to GOL §5-1701(c)*  
-----X

AND NOW, this 4<sup>th</sup> day of Feb., 2021, upon consideration of the Notice of Petition, Petition with Exhibits of J.G. Wentworth Originations, LLC and accompanying Affidavit of Deshawn Savoy, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. The transfer of structured settlement proceeds (the “Assigned Payments”) by Deshawn Savoy (Savoy) to J.G. Wentworth Originations, LLC, as described in the petition in this matter (the “Proposed Transfer”), is approved.
2. The transfer complies with the requirements of the New York State General Obligations Law § 5-1701, *et. seq.*, and does not contravene and Federal or State statute or the order of any court or responsible administrative authority.
3. The Proposed Transfer is in Deshawn Savoy best interests and fair and reasonable under the circumstances, taking into account the welfare and support of Savoy dependents, if any.

4. Savoy has been advised in writing by J.G. Wentworth Originations, LLC to seek independent professional advice regarding the Proposed Transfer and has received or knowingly waived said advice.

5. J.G. Wentworth Originations, LLC has given notice of the Transferee's name and address to the annuity issuer and the structured settlement obligor and has filed a copy of the notice with the Court.

**IT IS THEREFORE ORDERED AND DECREED BY THE COURT, that**

1. The transfer of payments sought in the petition is hereby APPROVED.
2. Metropolitan Tower Life Insurance Company and/or Metropolitan Life Insurance Company, are hereby directed to deliver the Assigned Payments addressed and payable to: J.G. Wentworth Originations, LLC, PO Box 83364, Woburn, MA 01813-3364. With regards to the periodic payment of A) 1 payment of \$78,650.00 on February 20, 2028 and B) 228 monthly Life Contingent payments of \$1,860.29 each, increasing at 3% annually, beginning on February 20, 2036 and ending on January 20, 2055, Metropolitan Life Insurance Company and Metropolitan Tower Life Insurance Company will not be obligated to split the payment between Deshawn Savoy and J.G. Wentworth Originations, LLC, but shall pay the total amount to J.G. Wentworth Originations, LLC, which shall be responsible for servicing the payment and remitting any remainder to Deshawn Savoy.
3. Metropolitan Tower Life Insurance Company and Metropolitan Life Insurance Company shall irrevocably change the beneficiary for the Assigned Guaranteed payments to the Transferee, and no other individual or entity other than the Transferee shall have the authority to change beneficiary for the Assigned Guaranteed Payments.

4. The life-contingent Assigned Payments are payable only if Deshawn Savoy is alive on the scheduled due date of the payment. If Deshawn Savoy is not alive on the scheduled due date of a life-contingent payment, Metropolitan Life Insurance Company shall have no obligation to make that payment to J.G. Wentworth Originations, LLC or any other party. Should J.G. Wentworth Originations, LLC receive any life-contingent payment for which the scheduled due date is a date that is subsequent to the date of Deshawn Savoy's death, it shall refund that payment to Metropolitan Life Insurance Company.

5. J.G. Wentworth Originations, LLC and Deshawn Savoy shall comply with the following procedures for periodically confirming Deshawn Savoy's survival and, in the case of J.G. Wentworth Originations, LLC, giving Metropolitan Life Insurance Company and Metropolitan Tower Life Insurance Company prompt written notice in the event of Deshawn Savoy's death, which procedures are as follows:

- a. Commencing not less than thirty (30) or more than sixty (60) days prior to the due date of the Assigned Payments due and payable on the date of the first Assigned Payment, and thereafter every quarter until the last Life Contingent Assigned Payment is received by J.G. Wentworth Originations, LLC), J.G. Wentworth Originations, LLC shall send to Payee a letter to be signed and notarized and returned to J.G. Wentworth Originations, LLC by Payee, in a postage-prepaid, pre-addressed envelope furnished by J.G. Wentworth Originations, LLC, as evidence of Payee's survival.
- b. At its sole expense, J.G. Wentworth Originations, LLC shall retain a recognized independent mortality tracking company (e.g. The Berwyn Group) to check on an annual basis for evidence of the Payee's death. J.G.

Wentworth Originations, LLC's obligations in this regard shall arise beginning on the date of the first Assigned .

- c. If, at any time, J.G. Wentworth Originations, LLC receives documentation or information establishing that the Payee has died, J.G. Wentworth Originations, LLC shall as soon as practicable advise Metropolitan Life Insurance Company and Metropolitan Tower Life Insurance Company by written notice.

6. This Order shall be binding upon and inure to the benefit of the parties hereto, and their respective past, present and future directors, shareholders, officers, agents, employees, servants, successors, heirs, executors, administrators, and assigns, and any parent, subsidiary, and affiliate thereof, and their respective directors, shareholders, officers, agents, employees, servants, successors, beneficiaries, executors, administrators, and assigns.

7. J.G. Wentworth Originations, LLC, its successor or affiliated companies, shall discharge and release Metropolitan Life Insurance Company and Metropolitan Tower Life Insurance Company from any and all liability for the Assigned Payments, and Metropolitan Life Insurance Company and Metropolitan Tower Life Insurance Company's liability to J.G. Wentworth Originations, LLC shall be limited to the payments transferred hereunder (i.e. the Assigned Payments). J.G. Wentworth Originations, LLC shall hold harmless Metropolitan Life Insurance Company and Metropolitan Tower Life Insurance Company to the extent any payments transferred hereunder are forwarded by either Metropolitan Life Insurance Company and Metropolitan Tower Life Insurance Company to the Payee prior to the time J.G. Wentworth Originations, LLC provides notice of entry of

this Order to either Metropolitan Life Insurance Company and Metropolitan Tower Life Insurance Company.

8. J.G. Wentworth Originations, LLC shall be liable to Metropolitan Life Insurance Company and Metropolitan Tower Life Insurance Company and hold them harmless:

- a. if the transfer contravenes the terms of the structured settlement, for any taxes incurred by those parties as a consequence of the transfer; and
- b. for any other liabilities or costs, including reasonable attorneys' fees, resulting from claims from any and all parties or arising as a consequence of the J.G. Wentworth Originations, LLC's failure to comply with the Act, including the heirs and assigns of Deshawn Savoy.

9. J.G. Wentworth Originations, LLC, its successor or affiliated companies, shall defend, indemnify, and hold harmless Metropolitan Life Insurance Company and Metropolitan Tower Life Insurance Company, their directors, shareholders, officers, agents, employees, servants, successors, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, employees, servants, successors, and assigns, from and against any and all liability, claims, losses, damages, awards, penalties and judgments, arising from, relating to, a successful challenge or contest to the transfer of the Assigned Payments, whether such claims are brought by Deshawn Savoy (including his heirs, beneficiaries, contingent beneficiaries, or personal representative), by any individual or entity to which J.G. Wentworth Originations, LLC subsequently attempts to assign or transfer the payments or any portion thereof, or by any other individual or entity, except with respect to claims to enforce a party's rights under this Order.

10. Neither Metropolitan Life Insurance Company nor Metropolitan Tower Life Insurance Company shall change the payment address for the Assigned Payments except upon receipt of written notice from J.G. Wentworth Originations, LLC or its successor(s) to do so.

10. Metropolitan Life Insurance Company and Metropolitan Tower Life Insurance Company are directed to issue a formal acknowledgement letter of the transfer within twenty (20) days of the date of receipt of this Order. The formal acknowledgement letter shall be delivered to J.G. Wentworth Originations, LLC, at 1200 Morris Drive, Chesterbrook, PA 19087.

11. This Order shall be read in conjunction with prior order(s) of this or any other Court transferring payments to J.G. Wentworth Originations, LLC and the payments transferred herein shall be in addition to payments transferred pursuant to any such prior order(s).

12. Pursuant to the Transfer Agreement, Wentworth shall purchase the Assigned Payment for the sum of \$100,644.00 representing a 9.77% discount rate. The Petition is deemed amended pursuant to CPLR §3025(b) to reflect the increased purchase price.

DATED: Feb. 4, 2021  
Brooklyn, New York

P.P.S.  
Hon. Peter Paul Sweeney, J.S.C.

ENTERED: