

**Matter of J.G. Wentworth Originations, LLC v  
Pacific Life & Annuity Co.**

2021 NY Slip Op 31368(U)

April 23, 2021

Supreme Court, Kings County

Docket Number: 503365/21

Judge: Karen B. Rothenberg

Cases posted with a "30000" identifier, i.e., 2013 NY Slip Op 30001(U), are republished from various New York State and local government sources, including the New York State Unified Court System's eCourts Service.

This opinion is uncorrected and not selected for official publication.

At Part 35, of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse located at 360 Adams Street, Brooklyn, New York, on this 23 day of APRIL, 2021

P R E S E N T :

KAREN B. ROTHENBERG  
HON. \_\_\_\_\_, JUSTICE.

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

J.G. WENTWORTH ORIGINATIONS, LLC,

Petitioner,

**ORDER**

-and-

Index No. 503365/21

PACIFIC LIFE AND ANNUITY COMPANY,  
PACIFIC LIFE AND ANNUITY SERVICES, INC.  
and MONNTELL PATTERSON,

As Interested Persons Pursuant to GOL §5-1701 (f),

-----X  
Petitioner, J.G. Wentworth Originations, LLC (“Wentworth”), having moved this Court by Order to Show Cause for an Order pursuant to New York General Obligations Law § 5-1701 approving the transfer of structured settlement payment rights pursuant to the New York Purchase Contract dated February 1, 2021 (the “Purchase Agreement”) between Petitioner and Monntell Jayin Patterson, a/k/a Monntell Patterson (“Mr. Patterson”), whereby, having duly come to be heard before the Court on the 23rd day of April, 2021; and Interested Person, Mr. Patterson, personally appearing; and the Law Office of Michael F. Nestor, LLC having appeared for Petitioner, Wentworth, and no opposition having appeared on the return date of this Order to Show Cause, and no opposition having been submitted;

**AND NOW**, upon reading and filing of the Order to Show Cause, the Petition of Wentworth, the Affirmation in Support submitted by Michael F. Nestor, Esq. of the Law Office

of Michael F. Nestor, LLC, with Exhibits annexed thereto; and due deliberation having been had thereon; the Court hereby finds as follows:

a. This Court has jurisdiction over this matter pursuant to N.Y. Gen. Oblig. Law § 5-1705(b). Furthermore, in its November 5, 2020 Order denying a prior transfer, this Court ordered that “[a]ll future applications in this matter are to be made returnable before Justice Rothenberg”; and

b. The transfer of the structured settlement proceeds, specifically, monthly payments of \$700.00 each, due beginning on May 1, 2021 through and including October 1, 2021; one monthly payment of \$363.92 due on April 1, 2026; and monthly payments of \$1,063.92 each, due beginning on May 1, 2026 through and including March 1, 2032 (the “Assigned Payments”), pursuant to the Purchase Agreement between Mr. Patterson as assignor and Wentworth as assignee (the “Proposed Transfer”), complies with all requirements of the New York Structured Settlement Protection Act, N.Y. Gen. Oblig. Law § 5-1701, *et seq.*; Colo. Rev. Stat. § 13-23-101, *et seq.*; Ariz. Rev. Stat. § 12-2901, *et seq.*, and 26 U.S.C. § 5891; and

c. The Proposed Transfer is in the best interest of Mr. Patterson, taking into account the welfare and support of Mr. Patterson’s dependents, if any, and the transaction, including the discount rate used to determine the gross advance amount and the fees and expenses used to determine the net advance amount, is fair and reasonable; and

d. Mr. Patterson has been advised in writing by Wentworth to seek independent professional advice regarding the Proposed Transfer and has either received such advice or knowingly waived such advice in writing; and

e. The Proposed Transfer does not contravene any applicable federal or state statute or the order of any court or responsible governmental or administrative authority; and

f. Not less than ten (10) days prior to the date on which Mr. Patterson signed the Purchase Agreement, Wentworth provided Mr. Patterson with a separate Disclosure Statement meeting the requirements of N.Y. Gen. Oblig. Law § 5-1703; and

g. Wentworth has given timely written notice of its name, address, and taxpayer identification number to the annuity issuer, Pacific Life & Annuity Company (“PLAC”), and the structured settlement obligor, Pacific Life & Annuity Services, Inc. (collectively, “Pacific”), and has filed a copy of the notice with the Court; and

h. Notice of the Proposed Transfer and the application for its authorization has been filed with this Court and served on all interested parties in compliance with N.Y. Gen. Oblig. Law § 5-1705; and

i. The Purchase Agreement and all disclosures are written in plain language and in compliance with N.Y. Gen. Oblig. Law § 5-702; and

j. Pursuant to the Order of the Supreme Court of the State of New York, County of Kings, dated January 25, 2019, Mr. Patterson assigned to Wentworth his interest in the following structured settlement payments: monthly payments of \$363.92 each, due beginning on April 1, 2019 through and including March 1, 2026; and

k. Pursuant to the Order of the Supreme Court of the State of New York, County of Kings, dated November 8, 2019, Mr. Patterson assigned to Wentworth his interest in the following structured settlement payments: monthly payments of \$700.00 each, due beginning on November 1, 2021 through and including April 1, 2026.

Based on the foregoing findings, IT IS HEREBY:

ORDERED that pursuant to N.Y. Gen. Oblig. Law § 5-1706, the Proposed Transfer is approved. The Assigned Payments shall be made to Wentworth even in the event of Mr.

Patterson's death, and Mr. Patterson understands he is giving up his rights, and the rights of his heirs, successors, and/or beneficiaries, to the Assigned Payments; and it is further

ORDERED that PLAC shall forward the Assigned Payments due under Annuity Contract No. 8101407386 / 15800411, within seven (7) days of the date due, by check made payable to "J.G. Wentworth Originations, LLC," at P.O. Box 83364, Woburn, MA 01813-3364, in the manner set forth in the parties' Stipulation ("Stipulation"); and it is further

ORDERED that in the event Wentworth further assigns or otherwise transfers the Assigned Payments (or any portion thereof or interest therein) to another person or entity (a "Reassignment"), Pacific will not be obligated to redirect the Assigned Payments (or any portion thereof) to any person or entity other than Wentworth or to any payment address other than that specified herein, and Wentworth and Mr. Patterson shall remain obligated to comply with all terms and conditions herein and in the parties' Stipulation. However, if Wentworth's designated payment address is no longer viable for reasons beyond Wentworth's control, Pacific agrees to send the Assigned Payments to a new payment address upon the timely submission by Wentworth of a written notice to PLAC confirming that such event has occurred and specifying the new payment address. Notwithstanding the foregoing, this Order and the parties' Stipulation will remain binding and fully enforceable against Wentworth (and any successor by merger and acquisition) and Mr. Patterson; and it is further

ORDERED that Wentworth shall defend, indemnify, and hold harmless Pacific and its directors, shareholders, officers, agents, attorneys, employees, servants, successors, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, attorneys, employees, servants, successors, and assigns, past and present, from and against any and all liability, including but not limited to costs and reasonable attorneys' fees, for any and all

claims asserted by any person or entity, including but not limited to any claims asserted by any person or entity not a party hereto, claiming an interest in the Assigned Payments, and any and all other claims made in connection with, related to, or arising out of the Purchase Agreement, the Proposed Transfer, the Assigned Payments, any Reassignment, or Pacific's compliance with the parties' Stipulation or this Order, except with respect to claims by Wentworth against Pacific to enforce Pacific's obligations to Wentworth under the parties' Stipulation. To the extent Wentworth fails to honor this indemnification and defense obligation, Pacific may, in addition to all other remedies afforded by law, satisfy the same by withholding to its own credit any funds owed to Wentworth; and it is further

ORDERED that Pacific's lack of opposition to this matter, or its or the other parties' stipulation hereto or compliance herewith, shall not constitute evidence in this or any matter, and is not intended to constitute evidence in this or any matter, that:

- (a) payments under a structured settlement contract or annuity or related contracts can be assigned or that "anti-assignment" or "anti-encumbrance" provisions in structured settlement contracts or annuities or related contracts are not valid and enforceable; or
- (b) other transactions entered into by Wentworth and its customers constitute valid sales and/or loans; or
- (c) Pacific has waived any right in connection with any other litigation or claims; or
- (d) Wentworth has waived any right other than as expressly set forth in the parties' Stipulation and/or this Order; and it is further

ORDERED that Wentworth and Mr. Patterson, for themselves and for their respective directors, shareholders, officers, agents, attorneys, employees, servants, successors, heirs, beneficiaries, contingent beneficiaries, executors, administrators, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, attorneys, employees, servants, successors, and assigns, past and present (the "Releasers"), hereby remise, release, and forever discharge Pacific and its directors, shareholders, officers, agents, attorneys,

employees, servants, successors, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, attorneys, employees, servants, successors, and assigns, past and present (the "Pacific Releasees"), of and from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, settlements, damages, claims, and demands whatsoever, in law or in equity, in connection with, related to, or arising out of any claim or allegation that was or could have been asserted in connection with, related to, or arising out of the Purchase Agreement, the Assigned Payments, any Reassignment, the Proposed Transfer, or the parties' Stipulation, which the Releasors have or had from the beginning of the world through the date of this Order, except for claims of the Releasors against the Pacific Releasees to enforce the Pacific Releasees' obligations to the Releasors, if any, under the parties' Stipulation; and it is further

ORDERED that Wentworth shall pay Mr. Patterson a net payment of \$45,000.00 in exchange for the Assigned Payments.

This Order shall constitute a final "Qualified Order" within the meaning of 26 U.S.C. § 5891.

ENTER:



Karen B. Rothenberg, J.S.C.  
Justice of the Supreme Court of the  
State of New York

Consented to and requested by:



Monntell Jayin Patterson a/k/a Monntell Patterson, Transferor