

<b>Lion 13, LLC v New York Life Ins. &amp; Annuity Corp.</b>
2021 NY Slip Op 32884(U)
December 23, 2021
Supreme Court, Kings County
Docket Number: 526920/2021
Judge: Ingrid Joseph
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Hon. Ingrid Joseph  
Supreme Court Justice  
SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

LION 13, LLC,

*Petitioner(s),*

Index No. 526920/2021

-against-

NEW YORK LIFE INSURANCE AND ANNUITY  
CORPORATION, NEW YORK LIFE INSURANCE  
COMPANY, and J.O.,

Hon. Ingrid Joseph  
I.A.S. Part 83

*Respondent(s).*

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

**THIS MATTER** having come before the Court pursuant to the petition of Lion 13, LLC (“Lion”) seeking approval of the transfer of certain structured settlement payments by the payee, J.O. a/k/a Jordan Osario a/k/a Jordan William Osario (“Mr. Osario” or “Payee”), to petitioner, Lion, pursuant to the provisions of General Obligations Law § 5-1701 *et seq.*, and an Order to Show Cause and Verified Petition (“Petition” and/or “Application”). The Court received the testimony of Mr. Osario, who appeared remotely/virtually at the hearing, statements of counsel, and reviewed the documents filed herein.

The Court, having reviewed and considered the Petition of Lion, finds that there is good cause to approve the transfer of structured settlement payment rights by and between Mr. Osario, transferor/payee, and Lion, transferee/petitioner.

**NOW**, this 23<sup>rd</sup> day of December, 2021, the Court hereby finds that:

1. The transfer of the structured settlement payment rights, specifically:
  - an annual payment of \$30,000.00 due on January 14, 2022;

- a lump sum payment of \$25,000.00 due on January 14, 2026;
- a lump sum payment of \$50,000.00 due on January 14, 2031;
- a lump sum payment of \$100,000.00 due on January 14, 2036;
- a lump sum payment of \$150,000.00 due on January 14, 2041;
- a lump sum payment of \$200,000.00 due on January 14, 2046;
- a lump sum payment of \$250,000.00 due on January 14, 2051

(the “Assigned Payments”), by Payee to Lion as described in the Application in this matter and in the Purchase, Sale, and Transfer Agreement (the “Transfer Agreement”) between Payee and Lion (the “Proposed 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 Payee, taking into account the welfare and support of Payee’s dependents, if any.

2. Not less than ten days prior to the date on which Mr. Osario signed the Transfer Agreement, Lion provided to Mr. Osario a disclosure statement in compliance with N.Y. Gen. Oblig. § 5-1703.

3. The Proposed Transfer complies with the requirements of 26 U.S.C. § 5891 and the New York Structured Settlement Protection Act (the “Act”), N.Y. Gen. Oblig. § 5-1701 *et seq.*, satisfying the requirements of N.Y. Gen. Oblig. § 5-1706(a).

4. The Proposed Transfer is in the best interest of Mr. Osario, taking into account the welfare and support of Mr. Osario’s dependents, if any, and the Proposed Transfer, including the discount rate used to determine the gross advance amount and the fees and expenses used to determine the net advance amount, are fair and reasonable, satisfying the requirements of N.Y. Gen. Oblig. § 5-1706(b).

5. Mr. Osario has been advised in writing by Lion to seek independent professional advice regarding the Proposed Transfer and has either received such advice or knowingly waived such advice in writing, satisfying the requirements of N.Y. Gen. Oblig. § 5-1706(c).

6. The Proposed Transfer does not contravene any applicable statute or the order of any court or other government authority, satisfying the requirements of N.Y. Gen. Oblig. § 5-1706(d).

7. The Transfer Agreement and all disclosures are written in plain language and in compliance with N.Y. Gen. Oblig. § 5-702, satisfying the requirements of N.Y. Gen. Oblig. § 5-1706(e).

8. At least twenty days before the time at which the Petition is noticed to be heard, Lion has timely filed with the Court and served on all interested parties, including New York Life Insurance and Annuity Corporation (“NY Annuity”) and New York Life Insurance Company (“NY Life”) (collectively, “Insurers”), notice of the Proposed Transfer, a copy of the Transfer Agreement, a copy of the disclosure statement and proof of notice of the disclosure statement, and a listing of Mr. Osario’s dependents, in compliance with the requirements of N.Y. Gen. Oblig. § 5-1705(c) & (d) and/or as otherwise prescribed and instructed by this Court.

9. This Court has jurisdiction over this matter pursuant to N.Y. Gen. Oblig. § 5-1705(b)(i), as Mr. Osario resides in Kings County.

10. Lion assigned all of its right, title and interest in the Assigned Payments to its designated assignee, St. James Receivables, LLC (“Assignee”).

Based upon the foregoing findings, IT IS HEREBY ORDERED that:

A. Pursuant to the Act, the Proposed Transfer is APPROVED. Regardless of the designated beneficiary under annuity contract no. FP220437, owned by NY Annuity and issued by NY Life, Assignee shall be entitled to receive the Assigned Payments even in the event of Payee’s death, and Payee understands Payee is giving up his rights, and the rights of Payee’s heirs, successors and/or beneficiaries, to the Assigned Payments.

B. Until NY Life has received and processed a fully-executed stipulation (the "Stipulation") between the parties and a certified or court filed-stamped copy of this Order, NY Life will continue to make the Assigned Payments to Payee. Any obligation of NY Life hereunder to direct the Assigned Payments to Assignee is limited to such Assigned Payments that have not already been paid as of the date NY Life receives and processes the fully-executed Stipulation, a W9 completed by Assignee, and a certified or court filed-stamped copy of this Order allowing the Proposed Transfer. Lion and Assignee agree to seek recovery solely from Payee for any Assigned Payments made by NY Life prior to its receipt and processing of the fully-executed Stipulation and the certified or court file-stamped copy of this Order.

C. NY Life shall forward the following Assigned Payments, when due, to Assignee, by check made payable to "St. James Receivables, LLC," at P.O. Box 8500, Lockbox #9582, Account #2000056386323, Philadelphia, PA 19178-9582 (the "Designated Address"), TIN 30-0986573:

- an annual payment of \$30,000.00 due on January 14, 2022;
- a lump sum payment of \$25,000.00 due on January 14, 2026;
- a lump sum payment of \$50,000.00 due on January 14, 2031;
- a lump sum payment of \$100,000.00 due on January 14, 2036;
- a lump sum payment of \$150,000.00 due on January 14, 2041;
- a lump sum payment of \$200,000.00 due on January 14, 2046;
- a lump sum payment of \$250,000.00 due on January 14, 2051.

D. In consideration for the Assigned Payments, Payee shall receive a net payment of \$211,000.00 from Lion.

E. In the event Assignee further assigns or otherwise transfers the Assigned Payments (or any portion thereof or interest therein) to another person or entity (a "Reassignment"), NY Life shall not be obligated and cannot be required to redirect the Assigned Payments (or any portion thereof) to any person or entity other than Assignee or to any payment address other than that specified herein and Assignee shall remain obligated to comply with all

terms and conditions herein and in the Stipulation. Notwithstanding the foregoing, the Stipulation and this Order will remain binding and fully enforceable against Lion, Assignee, and Payee.

F. Lion and Assignee shall defend, indemnify, and hold harmless Insurers and their respective 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 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 Transfer Agreement, the Proposed Transfer, the Assigned Payments, the Petition, any Reassignment, or Insurers' compliance with the Stipulation or this Order, except with respect to claims by Lion or Assignee against Insurers to enforce Insurers' obligations to Lion or Assignee under the Stipulation or this Order. To the extent that Lion or Assignee fails to honor this indemnification and defense obligation within thirty (30) days of presentation to Lion and Assignee of documentation describing the related liability of Insurers in reasonable detail, Insurers may, in addition to all other remedies afforded by law, satisfy the same by withholding to their own credit the Assigned Payments.

G. All remaining Periodic Payments (and/or portions thereof), if any, that are not the subject of the Proposed Transfer and not previously assigned shall be made payable to Payee and will be forwarded by NY Life, as they become due, to Payee's most recent known address or any payment address designated by Payee, subject to the consent of Insurers.

H. Insurers' 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 other matter, and is

not intended to constitute evidence in this or any other matter, that:

- i. payments under a structured settlement contract or annuity or related contracts can or cannot be assigned or that "anti-assignment" or "anti-encumbrance" provisions in structured settlement contracts or annuities or related contracts are or are not valid and enforceable; or
- ii. other transactions entered into by Lion, Assignee, and their customers do or do not constitute valid sales and/or secured transactions; or
- iii. Insurers have waived any right in connection with any other litigation or claims; or
- iv. Lion and Assignee have waived any right other than as expressly set forth in the Stipulation and/or this Order.

I. Insurers and their respective 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 "Releasees"), are released and forever discharged 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, the Proposed Transfer, any Reassignment, the Stipulation, or this Order, as to Lion, Assignee and Payee, and 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"), which the Releasers have or had from the beginning of the world through the date of this Order, except for claims of Releasers

against the Releasees to enforce the Releasees' obligations, if any, to Releasers, under the Stipulation or this Order.

J. This Order is a "Qualified Order" within the meaning of 26 U.S.C. § 5891, *et seq.*

SIGNED THIS 23<sup>rd</sup> DAY of December, 2021.



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JUSTICE, Supreme Court of the State of New York  
**Hon. Ingrid Joseph**  
**Supreme Court Justice**

AGREED TO AND APPROVED  
AS TO FORM AND SUBSTANCE.  
PAYEE, *Jordan W.*

*Osario*  
J.O. a/k/a Jordan Osario a/k/a Jordan William Osario