

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE)	Case No.: 2021-CP-23-04194
)	
In Re:)	
)	
Application of CrowFly, LLC and K. Miller)	
For approval of Settlement)	
Payment Rights under S.C. Code §15-50-60)	
)	

FINAL ORDER

This matter coming to be heard on CrowFly, LLC's ("CrowFly") Application for Approval of Transfer of Structured Settlement Payment Rights ("Petition") between CrowFly and Katheryn Michelle Miller a/k/a Katheryn Miller a/k/a K. Miller ("Ms. Miller" or "Payee") in accordance with the South Carolina Structured Settlement Protection Act, S.C. Code Ann. § 15-50-10, *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 Purchase and Sale Agreement dated August 7, 2021 ("Purchase Agreement") between CrowFly and Ms. Miller, the Disclosure Statements received by Ms. Miller, the Court expressly finds as follows:

1. Notice of the Petition has been given to John Hancock Life Insurance Company (U.S.A.) f/k/a John Hancock Life Insurance Company ("John Hancock Life" or "Issuer") and John Hancock Assignment Company ("John Hancock Assignment" or "Obligor"), who do not object to the Petition based upon the terms of this Order.

2. Not less than three days before the date on which Ms. Miller signed the Purchase Agreement, CrowFly provided to Ms. Miller a separate disclosure statement in accordance with the requirements in S.C. Code Ann. § 15-50-30.

3. Ms. Miller has been advised in writing by CrowFly to seek independent professional advice regarding the transfer or knowingly and in writing has waived receipt of that advice.

4. CrowFly has timely filed with the Court and served upon all interested parties, including John Hancock Life and John Hancock Assignment, notice of the transfer and the application for its authorization, as required by S.C. Code Ann. § 15-50-60(B).

5. The Court has jurisdiction over this matter pursuant to S.C. Code Ann. § 15-50-60(A).

6. The proposed transfer complies with the requirements of S.C. Code Ann. § 15-50-10, *et seq.*, and 26 U.S.C. § 5891, and will not contravene other applicable law.

7. CrowFly has assigned all of its right, title and interest in and to the Assigned Payment (as defined below) to DRB Capital, LLC (“Assignee”).

8. This Court finds that the transfer satisfies all requirements under the Act and that the transfer described in Paragraph 1 of this Court Order below does not contravene any applicable Federal or State statute or the order of any court or responsible administrative or other government authority, and is in the best interest of Ms. Miller taking into account the welfare and support of Ms. Miller’s dependents, if any.

9. Ms. Miller is properly before the Court and has confirmed to the Court’s satisfaction that she is a resident of this state and entitled to avail herself of S.C. Code Ann. § 15-50-10, *et seq.*

10. Ms. Miller is entitled to receive payments from an annuity issued by John Hancock Life, annuity contract number 18024-50004-201011241 (the “Periodic Payments”), and purchased by John Hancock Assignment, which funds payments due under a Release and

Settlement Agreement. The Periodic Payments due under the annuity originally were one lump sum payment of \$164,352.00 due on October 1, 2022; one lump sum payment of \$210,062.00 due on October 1, 2027; and one lump sum payment of \$275,133.00 due on October 1, 2032, all payable under a Qualified Assignment with an effective date of December 29, 2010.

11. The Periodic Payments due to Ms. Miller constitute damages on account of personal injuries and sickness within the meaning of Section 104(a)(2) of the Internal Revenue Code 1986, as amended, and such payments are not taxable payments and do not constitute attorneys' fees payments.

12. By Order dated April 22, 2021, Ms. Miller was granted leave to assign one lump sum payment of \$164,352.00 due on October 1, 2022; and one lump sum payment of \$210,062.00 due on October 1, 2027 to Crowfly, pursuant to annuity contract number 18024-50004-201011241, a total of \$374,414.00, are in exchange for a net lump sum payment of \$308,000.00 paid to Payee by Crowfly, LLC.

13. The current Petition seeks to transfer to CrowFly the following Periodic Payments: one lump sum payment of \$275,133.00 due on October 1, 2032 (the "Assigned Payment").

14. Ms. Miller resides in and is domiciled in Greenville County, making this Court an appropriate forum for the filing and prosecution of this Petition.

Based on the foregoing findings, the transfer of payment from Ms. Miller to CrowFly should be approved.

IT IS HEREBY ORDERED, that the Petition for Approval for Transfer of Structured Settlement Payment Rights between CrowFly and Ms. Miller is approved in all respects pursuant to the Act on the following terms:

1. Pursuant to the Act, Ms. Miller is granted leave to assign the following Periodic Payments: one lump sum payment of \$275,133.00 due on October 1, 2032, pursuant to the Release and Settlement Agreement and the John Hancock Life annuity contract number 18024-50004-201011241. The Assigned Payment is in exchange for a net lump sum payment of \$163,000.00 to be paid to Ms. Miller only by CrowFly.

2. Any obligation of John Hancock Life and John Hancock Assignment hereunder to direct the Assigned Payment to Assignee is limited to only the Assigned Payment that has not already been paid as of the date John Hancock Life and John Hancock Assignment receive this Final Order entered by the Court allowing the proposed transfer. CrowFly and Assignee agree to seek recovery solely from Ms. Miller for the Assigned Payment made by John Hancock Life and John Hancock Assignment prior to the receipt of the foregoing.

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

DRB Capital
Attn. Dept, 0200
P.O Box 850001
Orlando, FL 32885-0200

the Assigned Payment becoming due on October 1, 2032. The contingent beneficiary under the Annuity shall be the estate of Katheryn Michelle Miller a/k/a Katheryn Miller a/k/a K. Miller. Ms. Miller shall not further change her beneficiary prior to the due date of the last Assigned Payment.

4. CrowFly and Assignee and their affiliates and successors in interest shall defend, indemnify, and hold harmless Obligor and Issuer and their successors and assigns, parents, affiliates, attorneys, and subsidiaries from and against any and all liability from all claims in

connection with, related to, or in any way arising out of the Purchase Agreement, the Petition, or this Order, whether such claims are brought by Ms. Miller (including heirs, dependents, beneficiaries, contingent beneficiaries, or executors), or by any other individual or entity. To the extent CrowFly and/or Assignee fails to honor this indemnification and defense obligation, John Hancock Life and John Hancock Assignment may, in addition to all other remedies afforded by law, satisfy the same by withholding to their own credit any remaining Assigned Payment.

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

6. The Obligor and Issuer are hereby discharged from all liability with respect to the Assigned Payment becoming due on October 1, 2032, and any transferred portions thereof as to all parties except Assignee. This Order is entered without prejudice to the rights of the Obligor and Issuer, and the Court makes no finding regarding the enforceability of any non-assignment provisions contained in the original Settlement Agreement and Release, the Annuity Contract, the Uniform Qualified Assignment, or related documents. This Order in no way modifies or negates the ownership or control over the underlying annuity contract by the Obligor and Issuer, and nothing contained in this Order shall be deemed to afford Ms. Miller any rights or ownership or control of the annuity contract which funds the settlement payments to Ms. Miller or shall otherwise affect the exclusive ownership and control of such annuity contract by the Obligor. This Order shall be binding on Ms. Miller, CrowFly, Assignee, the Obligor and Issuer, and all other interested parties.

7. The limited assignments permitted herein are expressly limited to the subject annuity contract; and by their agreement to this Order, neither John Hancock Life nor John Hancock Assignment waives enforcement of the anti-assignment provisions in these or any other Settlement Agreements, Qualified Assignments, or Annuity Contracts.

8. Ms. Miller, for himself and for her assigns, heirs, and administrators, or individuals or entities that may claim through them, hereby remises, releases, and forever discharges John Hancock Life and John Hancock Assignment and their directors, shareholders, officers, agents, attorneys, employees, servants, reinsurers, 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, of and from any and all manner of actions and causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, settlements, damages, claims, and demands whatsoever, in law or in equity, arising out of, related to, or in connection with the Assigned Payment identified herein, or John Hancock Life's or John Hancock Assignment's compliance with this Order.

9. It is agreed and understood that in the event that Assignee attempts to further assign the Assigned Payment to another person or entity, John Hancock Life and John Hancock Assignment will not be obligated to re-direct the Assigned Payment to any such person or entity. If Assignee is granted approval to further assign the Assigned Payment, Assignee will continue to service the Assigned Payment becoming due on October 1, 2032.

10. The death of Ms. Miller prior to the due date of the Assigned Payment shall not affect the transfer of the Assigned Payment from Ms. Miller to Assignee, and Ms. Miller understands that she is giving up her rights, and the rights of her heirs, successors, and/or beneficiaries, to the Assigned Payment.

11. CrowFly, by its counsel, Tucker S. Player, Esquire, expressly represents to the Court that it is a corporation in good standing and that it hereby submits to the jurisdiction of this Court for the purpose of the entry and enforcement of this Order.

12. Any further transfer of structured settlement rights by Ms. Miller shall be made only after compliance with the requirements of the structured settlement protection acts applicable to this transfer.

13. This Order is final and appealable and shall constitute a final “Qualified Order” within the meaning of 26 U.S.C. § 5891.

AND IT IS SO ORDERED.

E-signature page of Judge Gravely to Follow

AGREED TO AND APPROVED
AS TO FORM AND SUBSTANCE:
PAYEE,

Katheryn Michelle Miller a/k/a Katheryn Miller a/k/a K. Miller

CROWFLY, LLC
by its attorneys,

Tucker S. Player, Esq. (SC Bar No. 16217)

[Signature page of Attorney and Payee filed separately]



Greenville Common Pleas

Case Caption: Application of Crowfly Llc and K Miller for Approval of Structured Settlement Payment Rights

Case Number: 2021CP2304194

Type: Order/Other

So Ordered

s/ Honorable Perry H. Gravely, #2755