

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
PEACHTREE SETTLEMENT FUNDING, LLC,  
J.G. WENTWORTH ORIGINATIONS, LLC and  
SETTLEMENT FUNDING OF NEW YORK, LLC,

Plaintiffs,

- against -

PARIS & CHAIKIN, PLLC, JASON L. PARIS, ESQ. and  
IAN M. CHAIKIN, ESQ.,

Defendants.

-----X  
PARIS & CHAIKIN, PLLC, JASON L. PARIS, ESQ. and  
IAN M. CHAIKIN, ESQ.,

Third-Party Plaintiffs,

- against -

CHARLES BELL, KRYSTLE BURGOS, GARY CAPERS,  
DANIELLE CASWELL, FRANK CUELLO, MICHAEL  
DARRAH, FELICIA FULLMER, ROBERT HAFF, ERIKA  
HALL, JASON HASTINGS, DAVE HEWITT, JORDAN  
REGNET, DAVID ROWE, JR., PETER SAMATAS and  
ADAM TYSON,

Third-Party Defendants.

-----X  
TO THE ABOVE-NAMED THIRD-PARTY DEFENDANTS:

You are hereby summoned and required to serve upon all parties an Answer to the annexed Complaint of the Third-Party Plaintiffs which is hereby served upon you, within twenty (20) days after service thereof, exclusive of the day of service, or within thirty (30) days after service is complete if service is made by any method other than personal delivery to you within the State of New York.

Index No.: 652025/2015

**THIRD-PARTY  
SUMMONS**

Third-Party Index No.:

In the event of your failure to answer, judgment will be taken against you for default for the relief demanded in the Third-Party Complaint.

No Note of Issue has been filed to date.

This case has not been noticed for trial.

Dated: New York, New York  
October 13, 2015

Yours, etc.

FURMAN KORNFELD & BRENNAN LLP

By: 

Andrew S. Kowlowitz, Esq.

Jessica Serrano, Esq.

Attorneys for Defendants/

Third-Party Plaintiffs

PARIS & CHAIKIN, PLLC,

IAN M. CHAIKIN, ESQ. and

JASON L. PARIS, ESQ

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New York, New York 10006

Tele: (212) 867-4100

FKB File No.: 300.226

TO: Charles Bell  
90-38 170<sup>th</sup> Street, Apt 4C  
Jamaica, New York 11432

Krystle Burgos  
3743 80<sup>th</sup> Street, Apt B31  
Jackson Heights, New York 11372

Gary Capers  
1314 Grand Concourse, Apt 3D  
Bronx, New York 10456

Danielle Caswell  
3975 Jefferson Avenue  
Hamburg, New York 14075

Frank Cuello  
143 Beach 97<sup>th</sup> Street, Apt 1  
Rockaway Beach, New York 11693

Michael Darrah  
69 Pleasantview Drive  
Central Islip, New York 11722

Felicia Fullmer  
84 Mariner Street, Apt 7  
Buffalo, New York 14201

Robert Haff  
66 Halsey Manor Road  
Manorville, New York 11949

Erika Hall  
90 Bigelow Avenue  
Dundee, New York 14837

Jason Hastings  
333 East Hinds Avenue  
Sherill, New York 13461

Dave Hewitt  
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Maspeth, New York 11378

Jordan Regnet  
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Sardinia, New York 14134

David Rowe, Jr  
47 Calico Pass  
Jordan, New York 13080

Peter Samatas  
6838 76<sup>th</sup> Street  
Middle Village, New York 11379

Adam Tyson  
11 Cornell Road  
Hastings, New York 13076

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

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PEACHTREE SETTLEMENT FUNDING, LLC,  
J.G. WENTWORTH ORIGINATIONS, LLC and  
SETTLEMENT FUNDING OF NEW YORK, LLC,

Plaintiffs,

- against -

PARIS & CHAIKIN, PLLC, JASON L. PARIS, ESQ. and  
IAN M. CHAIKIN, ESQ.,

Defendants.

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PARIS & CHAIKIN, PLLC, JASON L. PARIS, ESQ. and  
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Third-Party Plaintiffs,

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CHARLES BELL, KRYSTLE BURGOS, GARY CAPERS,  
DANIELLE CASWELL, FRANK CUELLO, MICHAEL  
DARRAH, FELICIA FULLMER, ROBERT HAFF, ERIKA  
HALL, JASON HASTINGS, DAVE HEWITT, JORDAN  
REGNET, DAVID ROWE, JR., PETER SAMATAS and  
ADAM TYSON,

Third-Party Defendants.

-----X  
The Defendants/Third-Party Plaintiffs PARIS & CHAIKIN, PLLC, IAN M. CHAIKIN,  
ESQ. and JASON L. PARIS, ESQ., by and through their attorneys, Furman Kornfeld & Brennan  
LLP, as and for their Third-Party Complaint against Third-Party Defendants CHARLES BELL,  
KRYSTLE BURGOS, GARY CAPERS, DANIELLE CASWELL, FRANK CUELLO,  
MICHAEL DARRAH, FELICIA FULLMER, ROBERT HAFF, ERIKA HALL, JASON  
HASTINGS, DAVE HEWITT, JORDAN REGNET, DAVID ROWE, JR., PETER SAMATAS

Index No.: 652025/2015

**THIRD-PARTY  
COMPLAINT**

Third-Party Index No.:

and ADAM TYSON (collectively, “Third-Party Defendants”), allege upon information and belief as follows:

1. At all relevant times herein mentioned, Plaintiff PEACHTREE SETTLEMENT FUNDING, LLC (“Peachtree”) was and is a limited liability company organized under the laws of the State of Nevada, with its principal place of business at 201 King of Prussia Road, Ste 200, Radnor, Pennsylvania 19087.

2. At all relevant times herein mentioned, Plaintiff J.G. WENTWORTH ORIGINATIONS, LLC (“J.G. Wentworth”) was and is a limited liability company organized under the laws of the State of Nevada, with its principal place of business at 201 King of Prussia Road, Ste 200, Radnor, Pennsylvania 19087.

3. At all relevant times herein mentioned, Plaintiff SETTLEMENT FUNDING OF NEW YORK, LLC (“Settlement Funding”) was and is a limited liability company organized under the laws of the State of New York, with its principal place of business at 201 King of Prussia Road, Ste 200, Radnor, Pennsylvania 19087. (Peachtree, J.G. Wentworth and Settlement Funding shall collectively be referred to as “Plaintiffs”.)

4. At all relevant times herein mentioned, Defendant/Third-Party Plaintiff PARIS & CHAIKIN, PLLC (“Paris & Chaikin”) was and is a domestic professional service limited liability company organized under the laws of the State of New York, with its principal place of business at 225 W 34<sup>th</sup> Street, Ste 2202, New York, New York 10122.

5. At all relevant times herein mentioned, Defendant/Third-Party Plaintiff IAN M. CHAIKIN, ESQ. (“Attorney Chaikin”) was and is an attorney who maintains a principal place of business at Paris & Chaikin, PLLC, 225 W 34<sup>th</sup> Street, Ste 2202, New York, New York 10122.

6. At all relevant times herein mentioned, Defendant/Third-Party Plaintiff JASON L. PARIS, ESQ. (“Attorney Paris”) was and is an attorney who maintains a principal place of business at Paris & Chaikin, PLLC, 225 W 34<sup>th</sup> Street, Ste 2202, New York, New York 10122.

7. At all relevant times herein mentioned, Third-Party Defendant CHARLES BELL was and is a resident of the County of Queens in the State of New York.

8. At all relevant times herein mentioned, Third-Party Defendant KRYSTLE BURGOS was and is a resident of the County of Queens in the State of New York.

9. At all relevant times herein mentioned, Third-Party Defendant GARY CAPERS was and is a resident of the County of Bronx in the State of New York.

10. At all relevant times herein mentioned, Third-Party Defendant DANIELLE CASWELL was and is a resident of the County of Erie in the State of New York.

11. At all relevant times herein mentioned, Third-Party Defendant FRANK CUELLO was and is a resident of the County of Queens in the State of New York.

12. At all relevant times herein mentioned, Third-Party Defendant MICHAEL DARRAH was and is a resident of the County of Suffolk in the State of New York.

13. At all relevant times herein mentioned, Third-Party Defendant FELICIA FULLMER was and is a resident of the County of Erie in the State of New York.

14. At all relevant times herein mentioned, Third-Party Defendant ROBERT HAFF was and is a resident of the County of Suffolk in the State of New York.

15. At all relevant times herein mentioned, Third-Party Defendant ERIKA HALL was and is a resident of the County of Yates in the State of New York.

16. At all relevant times herein mentioned, Third-Party Defendant JASON HASTINGS was and is a resident of the County of Oneida in the State of New York.

17. At all relevant times herein mentioned, Third-Party Defendant DAVE HEWITT was and is a resident of the County of Queens in the State of New York.

18. At all relevant times herein mentioned, Third-Party Defendant JORDAN REGNET was and is a resident of the County of Erie in the State of New York.

19. At all relevant times herein mentioned, Third-Party Defendant DAVID ROWE, JR. was and is a resident of the County of Onondaga in the State of New York.

20. At all relevant times herein mentioned, Third-Party Defendant PETER SAMATAS was and is a resident of the County of Queens in the State of New York.

21. At all relevant times herein mentioned, Third-Party Defendant ADAM TYSON was and is a resident of the County of Oswego in the State of New York.

#### **PROCEDURAL HISTORY**

22. On or about June 9, 2015, Plaintiffs commenced the within first-party action by filing a Summons and Verified Complaint (“Complaint”), which pleading alleges claims for legal malpractice, negligence, breach of contract and breach of fiduciary duty in connection with Paris & Chaikin, Attorney Chaikin and Attorney Paris’ (collectively, “P&C”) representation of Plaintiffs in various structured settlement payment transfers and demanding damages in excess of \$1 million. A copy of the Complaint is annexed hereto as **Exhibit “A”**.

23. In response to the Complaint, on or about August 3, 2015, P&C filed and served a Verified Answer to the Complaint. A copy of the “Answer” is annexed hereto as **Exhibit “B”**.

## THE UNDERLYING LITIGATION

24. Plaintiffs retained P&C to represent them in connection the purchase of structured settlement payment right transfers and said transfers' approval as required by General Obligations Law §§ 5-1701 through 5-1709, also known as the Structured Settlement Protection Statute.

25. From in or about 2010 to 2013, P&C employed a paralegal named Thomas Rubino. Rubino's duties included, *inter alia*, liaising directly with Plaintiffs in order to obtain Court approval for Plaintiffs' proposed purchases of various annuitants' structured settlements.

26. The Complaint alleges, *inter alia*, that Rubino fabricated various fraudulent motions and Court orders and represented to Plaintiffs that said fabricated documents were genuine ("Rubino's Conduct").

27. The Complaint further alleges that, as a result of said representations, Plaintiffs disbursed monies to the Third-Party Defendants.

### **A. The Charles Bell Structured Settlement**

28. The Complaint alleges that as a result of Rubino's Conduct, Plaintiffs issued Third-Party Defendant Charles Bell ("Defendant Bell") a \$12,500 payment in exchange for the right to receive monthly annuity payments due to Defendant Bell as a result of a structured settlement (the "Bell Purchase Contract").

29. Per the Bell Purchase Contract, the \$12,500 payment would have acquired 180 of Defendant Bell's \$450 monthly payments, for a total amount of \$81,000 in purchased annuity payments.

30. The Complaint further alleges that Rubino's Conduct prevented the enforceability of the Bell Purchase Contract, as well as Plaintiffs' receipt of the \$81,000 in monthly annuity payments identified in the contract.



31. Upon information and belief, Defendant Bell retained the Plaintiffs' \$12,500 payment, as well as his right to the \$81,000 in monthly annuity payments.

**B. The Krystle Burgos Structured Settlement**

32. The Complaint alleges that as a result of Rubino's Conduct, Plaintiffs issued Third-Party Defendant Krystle Burgos ("Defendant Burgos") a \$34,500 payment in exchange for the right to receive monthly annuity payments due to Defendant Burgos as a result of a structured settlement (the "Burgos Purchase Contract").

33. Per the Burgos Purchase Contract, the \$34,500 payment would have acquired one (1) of Defendant Burgos' \$57,000 annuity payments.

34. The Complaint further alleges that Rubino's Conduct prevented the enforceability of the Burgos Purchase Contract, as well as Plaintiffs' receipt of the \$57,000 annuity payment identified in the contract.

35. Upon information and belief, Defendant Burgos retained the Plaintiffs' \$34,500 payment, as well as her right to the \$57,000 annuity payment.

**C. The Gary Capers Structured Settlement**

36. The Complaint alleges that as a result of Rubino's Conduct, Plaintiffs issued Third-Party Defendant Gary Capers ("Defendant Capers") a \$5,300 payment in exchange for the right to receive monthly annuity payments due to Defendant Capers as a result of a structured settlement (the "Capers Purchase Contract").

37. Per the Capers Purchase Contract, the \$5,300 payment would have acquired 180 of Defendant Capers' \$154 monthly payments, for a total of \$27,720 in purchased annuity payments.

38. The Complaint further alleges that Rubino's Conduct prevented the enforceability of the Capers Purchase Contract, as well as Plaintiffs' receipt of the \$27,720 in monthly annuity payments identified in the contract.

39. Upon information and belief, Defendant Capers retained the Plaintiffs' \$5,300 payment, as well as his right to the \$27,720 in monthly annuity payments.

**D. The Danielle Caswell Structured Settlement**

40. The Complaint alleges that as a result of Rubino's Conduct, Plaintiffs issued Third-Party Defendant Danielle Caswell ("Defendant Caswell") \$94,649.07<sup>1</sup> in exchange for the right to receive monthly annuity payments due to Defendant Caswell as a result of a structured settlement (the "Caswell Purchase Contract").

41. Per the Caswell Purchase Contract, the Plaintiffs' payment would have acquired 168 months of Defendant Caswell's \$950.31 monthly payments, for a total of \$159,652.08 in purchased annuity payments.

42. The Complaint further alleges that Rubino's Conduct prevented the enforceability of the Caswell Purchase Contract, as well as Plaintiffs' receipt of the \$159,652.08 in monthly annuity payments identified in the contract.

43. Upon information and belief, Defendant Caswell retained the Plaintiffs' \$94,649.07 payment, as well as her right to the \$159,652.08 in monthly annuity payments.

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<sup>1</sup> The Complaint alleges that, despite the Caswell Purchase Contract setting forth a purchase price of \$91,000, Plaintiffs subsequently increased their offer to \$94,649.07.

**E. The Frank Cuello Structured Settlement**

44. The Complaint alleges that as a result of Rubino's Conduct, Plaintiffs issued Third-Party Defendant Frank Cuello ("Defendant Cuello") \$18,000<sup>2</sup> in exchange for the right to receive monthly annuity payments due to Defendant Cuello as a result of a structured settlement (the "Cuello Purchase Contract").

45. Per the Cuello Purchase Contract, the Plaintiffs' payments would have acquired 144 months of Defendant Cuello's \$350 monthly payments, increasing at 3% annually, for a total of \$59,606.64 in purchased annuity payments.

46. The Complaint further alleges that Rubino's Conduct prevented the enforceability of the Cuello Purchase Contract, as well as Plaintiffs' receipt of the \$59,606.64 in monthly annuity payments identified in the contract.

47. Upon information and belief, Defendant Cuello retained the Plaintiffs' \$18,000 payment, as well as his right to the \$59,606.64 in monthly annuity payments.

**F. The Michael Darrah Structured Settlement**

48. The Complaint alleges that as a result of Rubino's Conduct, Plaintiffs issued Third-Party Defendant Michael Darrah ("Defendant Darrah") \$73,800<sup>3</sup> in exchange for the right to receive monthly annuity payments due to Defendant Darrah as a result of a structured settlement (the "Darrah Purchase Contract").

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<sup>2</sup> The Complaint alleges that, though the Cuello Purchase Contract sets forth a purchase price of \$15,000, Plaintiffs subsequently paid Defendant Cuello an additional \$3,000, allegedly in reliance on Rubino's Conduct, for a total of \$18,000.

<sup>3</sup> The Complaint alleges that, though the Darrah Purchase Contract sets forth a purchase price of \$89,400, that amount was subsequently reduced to \$73,800.

49. Per the Darrah Purchase Contract, Plaintiffs would have acquired 135 months of Defendant Darrah's \$1,100 monthly payments, for a total of \$148,500 in purchased annuity payments.

50. The Complaint further alleges that Rubino's Conduct prevented the enforceability of the Darrah Purchase Contract, as well as Plaintiffs' receipt of the \$148,500 in monthly annuity payments identified in the contract.

51. Upon information and belief, Defendant Darrah retained the Plaintiffs' \$73,800 payment, as well as his right to the \$148,500 in monthly annuity payments.

**G. The Felicia Fullmer Structured Settlement**

52. The Complaint alleges that as a result of Rubino's Conduct, Plaintiffs issued Third-Party Defendant Felicia Fullmer ("Defendant Fullmer") a \$32,500<sup>4</sup> payment in exchange for the right to receive monthly annuity payments due to Defendant Fullmer as a result of a structured settlement (the "Fullmer Purchase Contract").

53. Per the Fullmer Purchase Contract, the Plaintiffs' payment would have acquired one (1) of Defendant Burgos' \$84,462.57 annuity payments.

54. The Complaint further alleges that Rubino's Conduct prevented the enforceability of the Fullmer Purchase Contract, as well as Plaintiffs' receipt of the \$84,462.57 annuity payment identified in the contract.

55. Upon information and belief, Defendant Fullmer retained the Plaintiffs' \$32,500 payment, as well as her right to the \$84,462.57 annuity payment.

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<sup>4</sup> Though the Complaint alleges that Plaintiffs issued Defendant Fullmer a \$32,500 payment, the Fullmer Purchase Contract states Plaintiffs intended to issue Defendant Fullmer \$33,000 in exchange for her one time annuity payment of \$84,462.57.

## **H. The Robert Haff Structured Settlement**

56. The Complaint alleges that as a result of Rubino's Conduct, Plaintiffs issued Third-Party Defendant Robert Haff ("Defendant Haff") a \$32,007.66<sup>5</sup> payment in exchange for the right to receive monthly annuity payments due to Defendant Haff as a result of a structured settlement (the "Haff Purchase Contract").

57. Per the Haff Purchase Contract, Plaintiffs would have acquired (a) 107 months of Defendant Haff's \$330.78 monthly payments and (b) one (1) payment of \$44,000, for a total of \$79,393.46 in purchased annuity payments.

58. The Complaint further alleges that Rubino's Conduct prevented the enforceability of the Haff Purchase Contract, as well as Plaintiffs' receipt of the \$79,393.46 in monthly annuity payments identified in the contract.

59. Upon information and belief, Defendant Haff retained the Plaintiffs' \$32,007.66 payment, as well as his right to the \$79,393.46 in monthly annuity payments.

## **I. The Erika Hall Structured Settlement**

60. The Complaint alleges that as a result of Rubino's Conduct, Plaintiffs issued Third-Party Defendant Erika Hall ("Defendant Hall") a \$25,000 payment in exchange for the right to receive monthly annuity payments due to Defendant Hall as a result of a structured settlement (the "Hall Purchase Contract").

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<sup>5</sup> The Complaint alleges that, though the Haff Purchase Contract sets forth a purchase price of \$33,000, that amount was subsequently reduced to \$32,007.66.

61. Per the Hall Purchase Contract, the \$25,000 payment would have acquired 144 of Defendant Hall's \$500 monthly payments, for a total amount of \$72,000 in purchased annuity payments.

62. The Complaint further alleges that Rubino's Conduct prevented the enforceability of the Hall Purchase Contract, as well as Plaintiffs' receipt of the \$72,000 in monthly annuity payments identified in the contract.

63. Upon information and belief, Defendant Hall retained the Plaintiffs' \$25,000 payment, as well as her right to the \$72,000 in monthly annuity payments.

**J. The Jason Hastings Structured Settlement**

64. The Complaint alleges that as a result of Rubino's Conduct, Plaintiffs issued Third-Party Defendant Jason Hastings ("Defendant Hastings") a \$7,500 payment in exchange for the right to receive monthly annuity payments due to Defendant Hastings as a result of a structured settlement (the "Hastings Purchase Contract").

65. Per the Hastings Purchase Contract, the \$7,500 payment would have acquired 143 monthly life contingent payments of \$2,377.26, for a total amount of \$339,948.18 in purchased annuity payments.

66. The Complaint further alleges that Rubino's Conduct prevented the enforceability of the Hastings Purchase Contract, as well as Plaintiffs' receipt of the \$339,948.18 in monthly annuity payments identified in the contract.

67. Upon information and belief, Defendant Hastings retained the Plaintiffs' \$7,500 payment, as well as her right to the \$339,948.18 in monthly annuity payments.

**K. The Dave Hewitt Structured Settlement**

68. The Complaint alleges that as a result of Rubino's Conduct, Plaintiffs issued Third-Party Defendant Dave Hewitt ("Defendant Hewitt") a \$32,415.12 payment in exchange for the right to receive monthly annuity payments due to Defendant Hewitt as a result of a structured settlement (the "Hewitt Purchase Contract").

69. Per the Hewitt Purchase Contract, the \$32,415.12 payment would have acquired two (2) payments of \$35,600 and \$38,500, for a total amount of \$74,100 in purchased annuity payments.

70. The Complaint further alleges that Rubino's Conduct prevented the enforceability of the Hewitt Purchase Contract, as well as Plaintiffs' receipt of the \$74,100 in annuity payments identified in the contract.

71. Upon information and belief, Defendant Hewitt retained the Plaintiffs' \$32,415.12 payment, as well as his right to the \$74,100 in annuity payments.

**L. The Jordan Regnet Structured Settlement**

72. The Complaint alleges that as a result of Rubino's Conduct, Plaintiffs issued Third-Party Defendant Jordan Regnet ("Defendant Regnet") a \$20,500 payment in exchange for the right to receive monthly annuity payments due to Defendant Regnet as a result of a structured settlement (the "Regnet Purchase Contract").

73. Per the Regnet Purchase Contract, the \$20,500 payment would have acquired two (2) payments of \$15,000 and \$27,948.58, for a total amount of \$42,948.58 in purchased annuity payments.

74. The Complaint further alleges that Rubino's Conduct prevented the enforceability of the Regnet Purchase Contract, as well as Plaintiffs' receipt of the \$42,948.58 in annuity payments identified in the contract.

75. Upon information and belief, Defendant Regnet retained Plaintiffs' \$20,500 payment, as well as his right to the \$42,948.58 in annuity payments.

**M. The David Rowe, Jr. Structured Settlement**

76. The Complaint alleges that as a result of Rubino's Conduct, Plaintiffs issued Third-Party Defendant David Rowe, Jr. ("Defendant Rowe") a \$23,500 payment in exchange for the right to receive monthly annuity payments due to Defendant Rowe as a result of a structured settlement (the "Rowe Purchase Contract").

77. Per the Rowe Purchase Contract, the \$23,500 payment would have acquired 120 of Defendant Rowe's \$300 monthly payments, for a total amount of \$36,000 in purchased annuity payments.

78. The Complaint further alleges that Rubino's Conduct prevented the enforceability of the Rowe Purchase Contract, as well as Plaintiffs' receipt of the \$36,000 in monthly annuity payments identified in the contract.

79. Upon information and belief, Defendant Rowe retained Plaintiffs' \$23,500 payment, as well as his right to the \$36,000 in monthly annuity payments.

**N. The Peter Samatas Structured Settlement**

80. The Complaint alleges that as a result of Rubino's Conduct, Plaintiffs issued Third-Party Defendant Peter Samatas ("Defendant Samatas") a \$23,352 payment in exchange for the



right to receive annuity payments due to Defendant Regnet as a result of a structured settlement (the “Samatas Purchase Contract”).

81. Per the Samatas Purchase Contract, the \$23,352 payment would have acquired two (2) payments of \$30,074 and \$10,000, for a total amount of \$40,074 in purchased annuity payments.

82. The Complaint further alleges that Rubino’s Conduct prevented the enforceability of the Samatas Purchase Contract, as well as Plaintiffs’ receipt of the \$40,074 in annuity payments identified in the contract.

83. Upon information and belief, Defendant Samatas retained Plaintiffs’ \$23,352 payment, as well as his right to the \$40,074 in annuity payments.

**O. The Adam Tyson Structured Settlement**

84. The Complaint alleges that as a result of Rubino’s Conduct, Plaintiffs issued Third-Party Defendant Adam Tyson (“Defendant Tyson”) a \$14,500 payment in exchange for the right to receive annuity payments due to Defendant Tyson as a result of a structured settlement (the “Tyson Purchase Contract”).

85. Per the Tyson Purchase Contract, the \$14,500 payment would have acquired two (2) payments of \$10,000 and \$20,000, for a total amount of \$30,000 in purchased annuity payments.

86. The Complaint further alleges that Rubino’s Conduct prevented the enforceability of the Tyson Purchase Contract, as well as Plaintiffs’ receipt of the \$30,000 in annuity payments identified in the contract.

87. Upon information and belief, Defendant Tyson retained Plaintiffs’ \$14,500 payment, as well as his right to the \$30,000 in annuity payments.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**(CONTRIBUTION)**

88. P&C repeat, reallege and reiterate each and every allegation contained in all the foregoing paragraphs with the same force and effect as if herein fully set forth at length.

89. If Plaintiffs sustained the injuries and damages alleged in the Complaint in the first-party action in the manner therein alleged (all of which are denied), then such injuries and damages were caused and brought about, in whole or material part, by the affirmative wrongdoing, negligence, want of care and/or culpable conduct and/or comparative negligence of the Third-Party Defendants, in that the Third-Party Defendants retained payments from Plaintiffs to which they were not entitled, and such monies must be returned.

90. On the basis of the foregoing, if any verdict or judgment is rendered in favor of Plaintiffs in the first-party action, then P&C shall be damaged thereby and shall be entitled to contribution from the Third-Party Defendants for any verdict or judgment that may be rendered against them in the first-party action, in accordance with an allocation of relative fault.

**AS AND FOR A SECOND CAUSE OF ACTION**  
**(EQUITABLE LIEN)**

91. P&C repeat, reallege and reiterate each and every allegation contained in all the foregoing paragraphs with the same force and effect as if herein fully set forth at length.

92. The Complaint alleges that as a result of Rubino's Conduct, Plaintiffs issued payments to the Third-Party Defendants with the expectation that with said payments, Plaintiffs would obtain the rights to certain portions of the Third-Party Defendants' respective annuity streams (the "Purchase Payments").

93. The Complaint further alleges that Rubino's Conduct prevented the enforceability of the purchase contracts between Plaintiffs and the Third-Party Defendants (generally, the "Purchase Contracts").

94. Upon information and belief, the annuitants retained the Purchase Payments made by Plaintiffs notwithstanding the unenforceability of their respective Purchase Contracts.

95. Upon information and belief, because the Purchase Contracts were deemed unenforceable, the Third-Party Defendants also retained their rights to their respective annuity payments which Plaintiffs would otherwise have acquired.

96. Upon information and belief, the Third-Party Defendants received and retained benefits, in the form of the Purchase Payments, to which they are not entitled.

97. On the basis of the foregoing, judicial intervention is required. The Third-Party Defendants must return the respective Purchase Payments made to each of them. As such, the Court should impose an equitable lien on the Third-Party Defendants' respective annuity streams until the outstanding Purchase Payments have been returned to Plaintiff.

**AS AND FOR A THIRD CAUSE OF ACTION**  
**(UNJUST ENRICHMENT)**

98. P&C repeat, reallege and reiterate each and every allegation contained in all the foregoing paragraphs with the same force and effect as if herein fully set forth at length.

99. By their actions and inactions, Third-Party Defendants have been unjustly enriched by, among other things, all of the benefits that have accrued to them by virtue of the wrongful retention of their respective Purchase Payments.

100. Upon information and belief, the Third-Party Defendants have been unjustly enriched at the expense of Plaintiffs and P&C in the aggregate principal amount of \$533,023.85, plus pre-judgment interest, costs, legal fees and additional damages.

101. Further, P&C shall recover from the Third-Party Defendants all such other monies and benefits obtained at their expense.

WHEREFORE, the Defendants/Third-Party Plaintiffs PARIS & CHAIKIN, PLLC, IAN M. CHAIKIN, ESQ. and JASON L. PARIS, ESQ. demand that in the event that Plaintiffs PEACHTREE SETTLEMENT FUNDING, LLC, J.G. WENTWORTH ORIGINATIONS, LLC and SETTLEMENT FUNDING OF NEW YORK, LLC recover damages herein against defendants/Third-Party Plaintiffs, the relative responsibility of all parties be determined and apportioned as amongst themselves, and further that the Defendants/Third-Party Plaintiffs PARIS & CHAIKIN, PLLC, IAN M. CHAIKIN, ESQ. and JASON L. PARIS, ESQ. obtain an equitable lien and judgment over and against the Third-Party Defendants CHARLES BELL, KRYSTLE BURGOS, GARY CAPERS, DANIELLE CASWELL, FRANK CUELLO, MICHAEL DARRAH, FELICIA FULLMER, ROBERT HAFF, ERIKA HALL, JASON HASTINGS, DAVE HEWITT, JORDAN REGNET, DAVID ROWE, JR., PETER SAMATAS and ADAM TYSON, together with costs, disbursements, expenses and attorney fees incurred in this action.

Dated: New York, New York  
October 13, 2015

Yours, etc.

FURMAN KORNFELD & BRENNAN LLP

By:  \_\_\_\_\_

Andrew S. Kowlowitz, Esq.  
Jessica Serrano, Esq.  
Attorneys for Defendants/  
Third-Party Plaintiffs  
PARIS & CHAIKIN, PLLC,  
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