

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
LOUISVILLE DIVISION

TRANSAMERICA LIFE INSURANCE CORPORATION )  
 )  
Plaintiff, )  
 )  
v. ) Case No. 3:08-cv-663-S (e-filed)  
 )  
UNITED STATES OF AMERICA, et al. )  
 )  
Defendants. )  
 )

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**CONSENT JUDGMENT**

1. This interpleader action was brought pursuant to 28 U.S.C. § 1335 and Fed. R. Civ. P. 22. The Court has jurisdiction pursuant to 28 U.S.C. §§ 1331, 1335 and 2361.
2. On January 20, 1992, Alvin E. Messer, Jr. ("Messer") signed as a beneficiary a Settlement Agreement with the United States to resolve a claim, asserted pursuant to the Federal Tort Claims Act, 28 U.S.C. § 1346(b) and 2671 et. seq. The Settlement Agreement (in redacted format) is appended as Exhibit A to this Consent Judgment.
3. The Settlement Agreement, at Article II, obligated the United States to purchase an annuity that, in part, were to pay Messer lump sum payments in the amount of \$15,000; \$25,000 and \$40,000 at certain specified time intervals.
4. The Settlement Agreement provides, at Article II, that the "annuity or annuities will be owned solely and exclusively by the UNITED STATES."
5. The Settlement Agreement provides, at Article IV(1), that "the life insurance company or its assignee shall at all times remain the sole source from which the plaintiff shall receive the future payments, as directed by the United States of America in accordance with the terms of this settlement."
6. The Settlement Agreement provides, at Article IV(3), that "all settlement funds shall be free from anticipation, assignment, pledge or obligations. . . and shall not be subject to attachment, execution or other legal process."
7. Pursuant to the Settlement Agreement, the United States purchased an annuity contract through Sequoia Settlement Services, Inc. (Sequoia) to fund the

obligation to make the periodic payment outlined in the Settlement Agreement ("Annuity Contract"). The Annuity Contract subsequently purchased by Sequoia was issued by the interpleader plaintiff, Transamerica Life Insurance Company ("TLIC"). The Annuity Contract is appended as Exhibit B (in redacted format). The owner of the annuity is the United States. The Annuity Contract states, "The Owner has the right at any time to designate to whom annuity payments will be made." Exhibit B. The Annuity Contract provides no right to any other party to designate to whom annuity payments may be sent, other than the United States as Owner. Exhibit B.

8. Notwithstanding the above clear provisions of the Settlement Agreement and Annuity Contract, Messer entered into a structured settlement annuity sale and assignment agreement with defendant, J. G. Wentworth, S.S.C. ("Wentworth") under which Messer attempted to assign or sell his rights to the future periodic payments due under the U.S.-owned annuity to Wentworth in exchange for a lump sum payment. This agreement was in clear violation of the Settlement Agreement and Annuity Contract.

**WHEREFORE**, upon consideration of the record in this matter, and with consent of the parties, it is this \_\_\_\_\_ day of \_\_\_\_\_, 2009, hereby;

**ORDERED** that Judgment on the Interpleader Complaint is hereby entered in favor of the United States, and against Wentworth, and it is further

**ORDERED** the funds interpleaded in this case be paid to Messer pursuant to the terms of the Settlement Agreement entered into between, among others, Messer and the United States, Exhibit A, and the Annuity Contract, Exhibit B, and the express direction of the United States as is its exclusive right under those contracts; and it is further

**ORDERED** that the Clerk of this Court shall, without further order of this Court, disburse the interpleader funds of Forty Thousand Dollars (\$40,000.00), together with any interest earned, which was deposited into the registry of the Court, as follows: paid by check made payable to the order of "Alvin E. Messer, Jr." and delivered to the following address:

Alvin E. Messer, Jr.  
231 Belvines Road  
Robbinsville, N.C. 28771

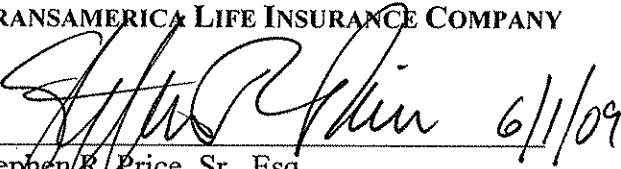
Upon making the disbursal, the Clerk shall file with the Court a notice of disbursal indicating the total amount(s) disbursed and the date(s) of disbursal. The Clerk will provide to the undersigned counsel for the parties a certified copy of said notice of disbursal, without further order or request; and it is further


**ORDERED** that TLIC shall direct all future payments under the subject annuity contract to the person designated by the United States (except Alvin E. Messer, Jr., who will have received all annuity payments due him upon receipt of the funds interpleaded), in accordance with the Settlement Agreement and Annuity Contract; and it is further

**ORDERED** that each party will be responsible for its own costs, expenses and attorney fees.

HAVE SEEN AND AGREED:

**TRANSAMERICA LIFE INSURANCE COMPANY**

 6/1/09  
\_\_\_\_\_  
Stephen R. Price, Sr., Esq.  
*Counsel for Transamerica Life Insurance Company*

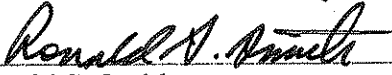
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\_\_\_\_\_  
Richard M. Rubenstein  
*Counsel for Transamerica Life Insurance Company*

**UNITED STATES OF AMERICA**

Candace G. Hill  
Acting United States Attorney

  
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Benjamin S. Schechter  
*Assistant United States Attorney*

J. G. WENTWORTH, S.S.C.



Ronald S. Smith  
*Counsel for J. G. Wentworth, S.S.C.*

ALVIN E. MESSER, JR.



Alvin E. Messer, Jr.

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