

STATE OF MARYLAND,
OFFICE OF THE ATTORNEY GENERAL,
CONSUMER PROTECTION DIVISION,

Plaintiff,

v.

ACCESS FUNDING, LLC,
c/o Maryland Agent Service
8007 Baileys Lane
Pasadena, Maryland 21122,

ASSOC, LLC,
c/o Lee Jundanian
6900 Wisconsin Avenue
Suite 700
Chevy Chase, Maryland 20815,

EN COR, LLC,
c/o Lee Jundanian
6900 Wisconsin Avenue
Suite 700
Chevy Chase, Maryland 20815,

ACCESS HOLDING, LLC,
c/o Lee Jundanian
6900 Wisconsin Avenue
Suite 700
Chevy Chase, Maryland 20815,

RELIANCE FUNDING, LLC.
c/o Neil Gurvitch
Bethesda Service Company
4416 East West Highway, 4th Floor
Bethesda, Maryland 20814,

LEE JUNDANIAN,
6900 Wisconsin Avenue
Suite 700
Chevy Chase, Maryland 20815,

IN THE
CIRCUIT COURT

FOR

BALTIMORE CITY

Case No.: _____

MICHAEL BORKOWSKI *
[REDACTED] *
Chevy Chase, Maryland 20815, *

RAFFI BOGHOSIAN, *
6900 Wisconsin Avenue *
Suite 700 *
Chevy Chase, Maryland 20815, *

CHARLES E. SMITH, *
[REDACTED] *
Rockville, Maryland 20853, *

and *

SCOTT BLUMENFELD, *
[REDACTED] *
Rockville, Maryland 20854, *

Defendants. *

* * * * *

COMPLAINT

PRELIMINARY STATEMENT

1. Through unfair and deceptive practices, Access Funding, LLC and the other defendants in this case have stripped at least one hundred Maryland tort victims, a significant majority of whom are cognitively-impaired victims of lead paint poisoning, of what was, in many cases, their most valuable financial asset: a stream of future settlement payments intended to compensate them for their prior injuries. The Attorney General brings this action to enjoin defendants from engaging in these unfair and deceptive trade practices and to obtain relief for Marylanders harmed by these practices.

2. To obtain “structured settlement payment rights,” *see* Md. Code Ann., Cts. & Jud. Proc. § 5-1101(j), from injured and intellectually-impaired Marylanders for a fraction of their value, Access Funding, LLC and the other defendants have misled not only their customers, who have lost future payments intended to support them and their dependents for years and decades to come, but also the two Maryland courts in which the defendants have sought authorization for their transactions. As a result of the defendants’ misrepresentations and omissions of material fact, the two courts where defendants sought authorization for all of their transfers of structured settlement payment rights from injured Marylanders from 2013 to 2015, the Circuit Court for Montgomery County and the Circuit Court for Prince George’s County, were deprived of the ability to scrutinize these transactions in accordance with Maryland’s structured settlement transfer law, *see id.* § 5-1102.

3. The practices of Access Funding and the other defendants include:
- engaging in an aggressive marketing campaign targeted specifically to young, cognitively-impaired victims of lead paint poisoning, promising to convert future settlement payments into immediate cash;
 - obtaining agreement from injured and intellectually-impaired Marylanders to transaction terms that are grossly unfair, including discount rates exceeding permissible rates of interest under Maryland’s usury laws and the extraction of illegal and unethical fees to be paid to third parties for purported services;
 - as an inducement to injured and intellectually-impaired Marylanders to convert future settlement payments into cash, making pre-transaction loans to customers that are often misleadingly described as “signing bonuses” or

“cash at signing,” that illegally purport to encumber structured settlement payments in advance of court approval, and that illegally purport to bind customers to cooperate in obtaining court approval for the transfer of structured settlement payment rights;

- arranging for each of these injured Marylanders to receive sham “independent professional advice” concerning the transactions, principally from defendant Charles E. Smith, a Maryland lawyer who has extensive and longstanding personal, professional and business ties to Access Funding, its principals, and its lawyer, and who, while purporting to advise cognitively-impaired Marylanders, secretly assisted Access Funding in extracting future settlement payments from his clients and functioned as a *de facto* member of Access Funding’s sales and legal teams;
- when consumers seek to exercise their right to cancel a proposed transaction prior to court approval, misrepresenting to them that the court has already approved the transaction, misrepresenting to them that they are legally required to proceed with the transaction, or, in at least one case, filing an abusive and meritless lawsuit against the consumer;
- deceiving the Maryland courts that have reviewed these proposed transactions by, among other things, failing to disclose pre-transfer loan agreements that purport to bind customers to cooperate in obtaining court approval; misrepresenting that injured Marylanders have obtained “independent professional advice” concerning the transactions, when in fact the person who purportedly provides the advice cannot legally provide it and is secretly working to advance the interests of Access Funding; and making other misrepresentations and omissions of material fact.

4. Utilizing these practices, in transactions analyzed by the Office of the Attorney General initiated between March 2013 and August 2015, Access Funding and its

corporate affiliates (collectively, “Access Funding”) obtained future structured settlement payment rights from at least one hundred injured and intellectually-impaired Marylanders. During this period, Access Funding acquired a gross total of \$32.6 million in future payments from injured Marylanders; the payments had a cumulative present value of approximately \$24.5 million; and Access Funding provided, at most, about \$7.5 million in cash to those Marylanders. That is to say, during this period, through the exploitative practices that are the subject of this action, the defendants effectively extracted at least \$17 million from some of the most vulnerable residents of the State, the majority of them young, economically disadvantaged, financially unsophisticated and cognitively impaired. At least 70% of the people who transferred structured settlement payment rights to Access Funding during this period were victims of lead paint poisoning. The majority were young people between the ages of 18 and 26, resided in Baltimore City, and became entitled to the future payments as a result of filing a lead paint poisoning lawsuit in this Court.

5. Through this action, the Attorney General seeks to prevent defendants from engaging in future unfair or deceptive trade practices, which violate the Maryland Consumer Protection Act, and to obtain redress for the benefit of the victims of defendants’ practices. The Attorney General requests that the Court declare to be void each judgment entered by a Maryland court from April 2013 to September 2015 authorizing a transaction between Access Funding and an injured Marylander and restore to each Marylander who was victimized by these practices the structured settlement payment rights that he or she transferred to Access Funding. The Attorney General further requests an award of restitution for each injured Marylander who was induced during this period to transfer

future payments to Access Funding and from whom amounts were taken to pay for sham “independent professional advice,” the imposition of civil penalties on each of the defendants for each of their violations of the Act, injunctive relief to prevent the defendants from engaging in future illegal acts, and other appropriate relief.

6. The spreadsheet attached as Exhibit A to this Complaint identifies each case of which the Attorney General is aware in which Access Funding sought authorization from a Maryland court for a transfer of structured settlement payment rights; sets forth the key financial terms of the transactions at issue in those cases; identifies, based on information available to the Office of the Attorney General, whether the injured Marylander who was a party to the transaction was a victim of lead paint poisoning; identifies the person who falsely claimed to have provided independent professional advice to the injured victim; states whether the court authorized the transaction; and provides other information about the case.

PARTIES

7. The State of Maryland is a free, sovereign, and independent state. The State has a sovereign interest in the well-being of its people, particularly those with intellectual disabilities and cognitive impairments. The Attorney General of Maryland has “general charge of the legal business of the State.” *See* Md. Code Ann., State Gov’t § 6-101. The Consumer Protection Division of the Office of the Attorney General is responsible for the enforcement of the State’s consumer protection laws, including the Maryland Consumer Protection Act. *See* Md. Code Ann., Com. Law § 13-201.

8. Defendant Access Funding, LLC is a limited liability company organized under the laws of Delaware and headquartered at 6900 Wisconsin Avenue, Suite 700, Chevy Chase, Maryland 20815.

9. Defendant Assoc, LLC is a limited liability company organized under the laws of Delaware. Although Assoc has falsely stated in court pleadings that its principal office is in Largo, Maryland, it is actually headquartered at 6900 Wisconsin Avenue, Suite 700, Chevy Chase, Maryland 20815. Assoc has not registered to do business in Maryland and, therefore, operates in violation of Maryland law. *See* Md. Code Ann., Corps. & Ass'ns § 4A-1002 (requiring a foreign LLC to register with the State Department of Assessments and Taxation “[b]efore doing any interstate, intrastate, or foreign business in this State”); *id.* § 4A-1007 (providing that an unregistered foreign LLC, except in circumstances not applicable here, “may not maintain suit in any court of this State”).

10. Defendant En Cor, LLC is a limited liability company organized under the laws of Delaware. Although En Cor has falsely stated in court pleadings that its principal office is in Laurel, Maryland, it is actually headquartered at 6900 Wisconsin Avenue, Suite 700, Chevy Chase, Maryland 20815. En Cor has not registered to do business in Maryland and, therefore, operates in violation of Maryland law. *See* Md. Code Ann., Corps. & Ass'ns §§ 4A-1002, 4A-1007.

11. Defendant Access Holding, LLC is a limited liability company organized under the laws of Delaware and headquartered at 6900 Wisconsin Avenue, Suite 700, Chevy Chase, Maryland 20815. Access Holding is the sole and managing member of defendants Access Funding, LLC, Assoc, LLC, and En Cor, LLC. Access Holding is

legally responsible for the liabilities of Access Funding, Assoc, and En Cor, because it completely dominated their finances, policies and business practices, and because, as such, all three subsidiary entities are its alter egos.

12. Defendant Reliance Funding, LLC is a limited liability company formed immediately after the Office of the Attorney General and the federal Consumer Financial Protection Bureau issued subpoenas or investigative demands to defendant Access Funding, LLC and its corporate affiliates. Reliance Funding is organized under the laws of Maryland and headquartered at 6900 Wisconsin Avenue, Suite 700, Chevy Chase, Maryland 20815. Although purportedly merely the owner of all assets previously owned by defendant Access Holding, LLC, Reliance Funding is in fact a continuation of Access Holding, and, as such, is an alter ego of Access Holding and its subsidiaries, including Access Funding, LLC, Assoc, LLC, and En Cor, LLC. Moreover, Reliance Funding was formed for the purpose of shielding the assets of Access Holding from liabilities associated with potential actions brought by the Office of the Attorney General, the Consumer Financial Protection Bureau, and other creditors.

13. Defendant Lee Jundanian has responsibility for and oversees the day-to-day affairs of defendant Access Funding, LLC and its affiliates, through his roles as managing member of defendants Access Holding, LLC and Reliance Funding, LLC, and, from February 2013 to May 2014, as chief executive officer of Access Funding and Access Holding. Mr. Jundanian, together with his spouse, directly holds a 45% ownership interest in Access Holding, which is the sole owner and alter ego of Access Funding, LLC, Assoc, LLC, and En Cor, LLC. On information and belief, Mr. Jundanian also holds a direct

ownership interest in Reliance Funding, which is an alter ego of Access Holding and its subsidiaries.

14. Defendant Michael Borkowski has responsibility for and oversees the day-to-day affairs of Access Funding, LLC and its affiliates in his roles as chief executive officer (from May 2014 to the present), chief financial officer, and chief operating officer (from February 2013 to May 2014) of Access Funding and Access Holding, LLC. Mr. Borkowski has directly held a 5% ownership interest in Access Holding, LLC, which is the sole owner and alter ego of Access Funding, LLC, Assoc, LLC, and En Cor, LLC. Mr. Borkowski also serves as the managing member of defendant Access Investors, LLC, which has held a 45% ownership interest in Access Holding.

15. Defendant Raffi Boghosian has responsibility for and oversees the day-to-day affairs of Access Funding, LLC and its affiliates as chief operating officer (from May 2014 to the present) of Access Funding, Access Holding, LLC, and Reliance Funding, LLC. Mr. Boghosian directly manages the marketing and sales activities of Access Funding, Access Holding and Reliance Funding and their affiliates as chief marketing and sales officer for those entities. Mr. Boghosian, together with his spouse, directly holds a 5% ownership interest in Access Holding, LLC, which is the sole owner and alter ego of defendants Access Funding, LLC, Assoc, LLC, and En Cor, LLC. On information and belief, Mr. Boghosian also holds a direct ownership interest in Reliance Funding, LLC, which is an alter ego of Access Holding and its subsidiaries.

16. Defendant Charles E. Smith is a Maryland resident whose principal business office is in Derwood, Maryland. In the 158 court-authorized transfers from an injured

Marylander to Access Funding of which the Office of the Attorney General is aware, dating from the inception of Access Funding's operations in March 2013 to the present, Access Funding identified Mr. Smith as having provided "independent professional advice," *see* Cts. & Jud. Proc. §§ 5-1101(c), 5-1102(b)(c), to the injured Marylander in 155 cases. During the two-year period from May 2013 to June 2015, Access Funding identified Mr. Smith as the person who had provided independent professional advice in *all* of its approximately 180 Maryland court filings.

17. Defendant Scott Blumenfeld is a Maryland resident whose principal business office is in Baltimore, Maryland. In 2013, Mr. Blumenfeld, a former law partner of defendant Charles E. Smith, purported to provide "independent professional advice" to at least one Access Funding customer in early 2013, and in at least two other cases in 2013, Mr. Blumenfeld purported to provide certain other services to lead paint poisoning victims in connection with transfers of future settlement payments to Access Funding.

18. Attached as Exhibits B and C are lists of two sets of potentially interested parties. Exhibit B is a list of entities, known in Maryland law as "structured settlement obligors," Md. Code Ann., Cts. & Jud. Proc. § 5-1101(i), that have the obligation to make the future payments that were transferred to Access Funding and its affiliates in their Maryland transactions, as well as the annuity issuers from which the structured settlement obligors purchased annuities to make payments under these structured settlements. (Structured settlement obligors typically purchase annuities from annuity issuers with which they are affiliated.) Exhibit C is a list of entities and individuals to whom structured settlement payment rights were transferred as a result of Access Funding's transactions

with injured Marylanders; these latter entities and individuals, referred to here as “third party transferees,” may be interested parties under § 3-405(a) of the Courts and Judicial Proceedings Article.

JURISDICTION AND VENUE

19. Section 6-102(a) of the Courts and Judicial Proceedings Article authorizes this Court to exercise personal jurisdiction over the defendants, each of whom is domiciled in Maryland or maintains a principal place of business in Maryland.

20. Venue is proper in this Court under § 6-201(a) & (b) of the Courts and Judicial Proceedings Article, because the defendants carry on regular business or habitually engage in a vocation in Baltimore City, and because most of their Maryland customers reside in Baltimore City.

ALLEGATIONS OF FACT

A. Legal Background – Structured Settlements and the Maryland Structured Settlement Transfer Law

21. As defined in Maryland law, a structured settlement is “an arrangement for periodic payment of damages for personal injury established by settlement or judgment in resolution of a tort claim.” Md. Code Ann., Cts. & Jud. Proc. § 5-1101(g). In a typical case, a personal injury plaintiff becomes entitled to payments under a structured settlement when, as part of a settlement of or judgment in a tort case, the plaintiff and defendant enter into a single-premium annuity contract with an annuity issuer to make scheduled future

payments to the plaintiff. The entity with the contractual obligation to make the structured settlement payments, referred to as a “structured settlement obligor” in Maryland law, *see id.* § 5-1101(i), is typically an assignment company owned by or affiliated with the insurance company that issues the annuity.

22. Structured settlements have particular utility in the resolution of tort claims in which the tort claimant has suffered long-term or permanent physical or cognitive injuries, or in which the tort claimant would have difficulty managing a large lump sum of money. In Maryland, structured settlements frequently form part of the resolution of claims involving childhood lead paint poisoning, the victims of which are, by definition, young and cognitively impaired. Recognizing the beneficial purposes of structured settlements in such cases, federal law accords favorable tax treatment to structured settlement arrangements and imposes a 40% excise tax when structured settlement payments are transferred in the absence of a finding by a state court that the transfer is “in the best interest of the payee [*i.e.*, the tort victim], taking into account the welfare and support of the payee’s dependents.” 26 U.S.C. § 5891.

23. In its 2000 session, the Maryland General Assembly enacted legislation governing transfers of “structured settlement payment rights” from injured Marylanders to entities, like Access Funding and its affiliates, engaged in the business of acquiring such rights. *See* 2000 Md. Laws, ch. 366; Cts. & Jud. Proc. §§ 5-1101 – 5-1105. The law refers to tort victims entitled to such periodic payments as “payees,” and it refers to entities like Access Funding that acquire such payments as “transferees.”

24. Three features of the Maryland structured settlement law bear special emphasis here:

First, the law requires that a “transferee,” *i.e.*, an entity like Access Funding, must obtain court authorization before effectuating any transfer of such payment rights from a “payee,” *i.e.*, a Maryland tort victim. *See id.* § 5-1102(b). The court may authorize the transfer only if it makes “finding[s]” that, among other things, “[t]he transfer is necessary, reasonable, or appropriate,” and “[t]he transfer is not expected to subject the payee, the payee’s dependents, or both, to undue or unreasonable financial hardship in the future.” *Id.* Such a court order allows the “transferee” to avoid the 40% federal excise tax described above.

Second, a court may not authorize any transfer of structured settlement payment rights unless it makes an additional “finding” that the tort victim transferring the rights “received independent professional advice regarding the legal, tax and financial implications of the transfer.” Cts. & Jud. Proc. § 5-1102(b) & (b)(3). Such advice must be provided by “an attorney, certified public accountant, actuary, or other licensed professional adviser.” *Id.* § 5-1101(c). To be “independent” within the meaning of the law, the lawyer, accountant, actuary or other professional providing the advice, among other requirements, (1) must be “engaged by” the tort victim transferring the structured settlement payment rights, rather than the transferee; (2) must have no “affiliat[ion] with” the transferee; and (3) may not be “compensated by” the transferee. *Id.*

Third, the law defines a “transfer” to include any “encumbrance” of such payment rights. *See id.* § 5-1101(l). Thus, “transferees” like Access Funding may not purport to encumber structured settlement payment rights without first obtaining court authorization for the encumbrance based on the required findings described above.

B. Access Funding's Acquisition and Re-Transfer of Structured Settlement Payment Rights

25. Defendants Lee Jundanian, Michael Borkowski, and Raffi Boghosian founded Access Funding, LLC on or around December 1, 2012.

26. As explained in a recent decision of the Circuit Court for Montgomery County, Mr. Jundanian is regarded as the “father” of the structured settlement transfer industry. *See Stone Street v. Kim*, Circuit Court for Montgomery County, Case No. 373240-V, Opinion at 3 (Docket No. 32, March 27, 2013). In 1989, Mr. Jundanian founded an entity known as Stone Street Capital, which, like Access Funding and its affiliates, engages in the business of acquiring structured settlement payment rights arising from personal injury claims. This business is sometimes referred to as “factoring,” a term that references the practice of acquiring future payment rights at a “factor” or discount. In 2007, Mr. Jundanian sold his interest in Stone Street Capital and agreed not to compete with it for a period of five years. At or around the time of the expiration of Mr. Jundanian’s agreement not to compete with Stone Street, Mr. Jundanian, together with Mr. Borkowski and Mr. Boghosian, founded Access Funding.

27. From its founding until the present, the principal business of Access Funding has been to acquire future structured settlement payments from injured people and simultaneously to re-transfer those payments to third-party investors. Access Funding has described itself as a “broker” of structured settlement payment rights, acquiring future payment rights from injured and cognitively-impaired people while simultaneously,

through the same court-authorized transaction, re-transferring those future payments to third parties.

28. There is a market for structured settlement payment rights among sophisticated investors, who recognize that, as discussed above, the entities with the obligation to make the payments (“structured settlement obligors”) are typically affiliated with well-capitalized, regulated insurance companies, such as Pacific Life, New York Life, Berkshire Hathaway, and Metropolitan Life. There is, in most cases, little risk of non-payment associated with these future payment streams.

29. Nonetheless, as further discussed below, Access Funding acquires the future settlement payments from its injured and intellectually-impaired customers at a steep discount, providing cash to the customer equivalent, on average, to about 30% of the discounted present value of those future payments. Third-party investors, in acquiring those future payments from Access Funding, frequently pay Access Funding double or triple the amount of cash that Access Funding is simultaneously providing to its injured and intellectually-impaired customers.

30. To date, Access Funding has sought approval from Maryland courts for at least 189 transactions with injured Marylanders, of which at least 158 have been approved. *See Exhibit A.* In these transactions, Access Funding acquired a gross total of \$32.6 million in future payments from injured Marylanders; the payments had a cumulative present value of approximately \$24.5 million; and Access Funding provided, at most, about \$7.5 million in cash to those Marylanders.

31. The 158 court-approved Maryland transactions of which the Office of the Attorney General is aware involved 100 injured Marylanders, with a number of customers transferring future payments to Access Funding on more than one occasion.

32. Marylanders, and young Baltimore City residents in particular, are the focus of Access Funding's business. Transactions with injured Marylanders account for at least half of all of Access Funding's structured settlement transfers nationwide, and the majority of Access Funding's Maryland customers are young people living in Baltimore City.

C. The Defendants' Targeting of Young, Intellectually-Impaired Victims of Lead Paint Poisoning

33. Exposure to lead paint in residential housing often causes children to become cognitively impaired or contributes to the development of an intellectual disability. According to the World Health Organization, about 600,000 children develop an intellectual disability each year at least in part because of exposure to lead paint.¹

34. From the inception of its operations in February 2013, Access Funding, in marketing its services, has particularly targeted young people in Baltimore City who had been plaintiffs in lead paint poisoning lawsuits; who are about to reach, or have recently reached, the age of 18; and who therefore are obtaining for the first time the right to control the use and disposition of future payments intended to compensate them for their cognitive injuries.

¹ See World Health Organization, "Lead Poisoning and Health" (Fact Sheet No. 379, Aug. 2015), available at <http://www.who.int/mediacentre/factsheets/fs379/en/>.

35. The defendants have placed billboards around Baltimore City, some of them featuring a young person displaying a handful of cash, specifically inviting people who had been victims of lead paint poisoning to “Get Cash For Your LEAD PAINT Settlement” or to “GET CASH NOW.” *See* Exhibit D.

36. The defendants make extensive use of the Maryland judiciary’s public, on-line case search function to identify young people who were plaintiffs in lead paint poisoning lawsuits.

37. The defendants also target victims of lead paint poisoning for receipt of what they privately call “bogus ‘call to activate’ checks.” These checks can purportedly be activated by calling an ‘800’ number, but calling the number in fact connects the caller to an Access Funding sales person. Along with the “bogus ‘call to activate’ checks,” Access Funding sends a letter advising its cognitively-impaired customers that, “as a lead paint victim, **YOU HAVE THE RIGHT TO RECEIVE A LUMP SUM OF CASH NOW.**” Exhibit E (emphasis in original).

38. In addition, Access Funding aggressively targets injured and intellectually-impaired people who previously transferred portions of their structured settlement payment rights, either to Access Funding or to one of its competitors. Through the judiciary case search function and other means, Access Funding learns of the date when courts are slated to consider a pending petition for authorization to transfer structured settlement payment rights from an injured Marylander to one of its competitors. Access Funding then directs its sales people (a) to call the injured Marylander on the day that the court reviews the transfer, (b) to contact the person by mail or by phone at least *seven* more times within the

first 37 days after court review of the transfer, and (c) to call the person every 15 days thereafter. Access Funding directs its sales staff to urge these customers to accept a “\$2,000 bonus,” which is in fact a \$2,000 loan from Access Funding to the customer, the terms of which purportedly bind the customer to effectuate a transfer of structured settlement payment rights to Access Funding.

39. The Access Funding sales team aggressively seeks to insinuate itself into the lives of young, cognitively-impaired victims of lead paint poisoning in Baltimore City, through frequent in-person contacts and phone calls. Sales people sometimes bring food with them when they visit customers in their homes or take their customers out to eat. When visiting young, cognitively-impaired people in their homes, Access Funding sales people also sometimes bring “gifts” of electronic equipment and retail purchasing cards.

40. If a customer expresses reservations about a transaction to which he or she initially agreed, Access Funding sometimes later claims that these items were loans and that the customer has an obligation to repay Access Funding for the value of the items provided.

41. Early in the development of Access Funding’s sales protocols, Joe Kim, a seasoned Access Funding sales person who previously worked with defendant Lee Jundanian at Stone Street Capital, advised defendant Raffi Boghosian that, in their initial contact with injured and intellectually-impaired customers, Access Funding sales people should seek to discover the customer’s “needs and wants” and, in so doing, to “gather all your ‘weapons for the war.’” In subsequent contacts, Mr. Kim wrote, the sales person should use these “weapons for the war” – the sales person’s intimate knowledge of his

customers' "needs and wants" – to "keep digging into their 'sore' spot." Mr. Kim further advised: "Don't let them get off the phone until you hear 3 NO's."

42. At least in part through its aggressive targeting of young lead paint poisoning victims, Access Funding has quickly claimed a substantial share of the market in Maryland for converting future settlement payments into cash. From March 2013 to August 2015, Access Funding petitioned for court approval of more structured settlement transfers with injured Marylanders than all but one or two of its competitors.

43. At least 70% of Access Funding's Maryland transactions have involved a person who had been a plaintiff in a lead paint poisoning lawsuit. *See* Exhibit A. Of the 189 transactions between an Access Funding entity and an injured Marylander of which the Office of the Attorney General is aware, dating from March 2013 to August 2015, at least 133 transactions, and potentially a greater proportion, involved people who had been plaintiffs in lead paint poisoning lawsuits. At least 128 of the 189 transactions involved Baltimore residents. The majority of the transactions involved young people between the ages of 18 and 26. *See* Exhibit A.

44. Among the 158 transactions actually authorized by the reviewing court, 118 transactions involved people who had been plaintiffs in lead paint poisoning lawsuits. In these transactions, Access Funding acquired a gross total of \$18.8 million in future payments; the payments had a cumulative present value of approximately \$13.9 million; and Access Funding provided, at most, about \$4.2 million in cash to those Marylanders.

45. Access Funding's customers included Tyrell D. and Tyree D., twin brothers in whose favor this Court entered a judgment in a lead paint poisoning lawsuit in October

2003, when they were eight years old. *See Mims v. Mid-Atlantic Realty Management, Inc.*, Case No. 24-C-02-000486. Through that suit, Tyrell and Tyree each became entitled to compensation for their significant cognitive injuries that included, among other components, structured settlement payments of about \$1,900 per month for a forty-year period, to begin in March 2016, around the time of their twenty-first birthday.

46. In 2013, however, around the time of Tyrell and Tyree's eighteenth birthday, an Access Funding sales person began to insinuate himself into the brothers' lives, by giving them "gifts" of electronic equipment, retail purchasing cards, and cash loans; calling them frequently; and visiting them in their family home.

47. In six separate transactions from 2013 to 2015, Access Funding induced Tyrell and Tyree to transfer all forty years of future monthly payments, a gross total of approximately \$1,844,000. These payments had a cumulative discounted present value, as calculated at the time of each transaction, of approximately \$1,313,000. The Access Funding entities converted these payments into immediate cash in a total amount, across all six transactions, of, at most, \$302,256. Thus, using the exploitative practices described in this Complaint, the Access Funding entities extracted from Tyrell and Tyree, two cognitively-impaired 18 year-olds, the future payments that were intended to support them into their early 60's, and in exchange provided them cash in an amount approximately one million dollars less than the discounted present value of those payments.

48. As in the case of Tyrell D. and Tyree D., Access Funding often preyed on groups of siblings who had together been exposed to lead paint in their family home and exploited familial bonds of trust, depriving these sibling groups of compensation for the

cognitive impairments from which they all suffered. In addition to Tyrell and Tyree, Access Funding's Maryland customers included Charne B. and Marquita B., 25 and 23 years old respectively at the time of their transactions with Access Funding, who were plaintiffs in a lead paint poisoning lawsuit filed in this Court in 2003; Cierra E. and Jaenell E., 20 and 18 years old, who were plaintiffs in a lead paint poisoning lawsuit filed in this Court in 2007; Freddie G., Fredericka G., and Carolina G., 24, 24, and 25, who were plaintiffs in a lead paint poisoning lawsuit filed in this Court in 2008; Deon H. and Donte H., 19 and 22, who were plaintiffs in lead paint poisoning suits filed in this Court in 2010 and 2015; and Patricia T. and Tarrius T., 22 and 21, who were plaintiffs in a lead paint poisoning suit filed in this Court in 2002.

49. The defendants are aware that they target a population consisting principally of young, economically disadvantaged and cognitively-impaired people. In communications between the Access Funding sales team and defendant Charles Smith, who provided sham "independent professional advice" to all of Access Funding's Maryland customers from June 2013 to June 2015, the defendants often noted their customers' profound limitations.

50. To take one example, in March 2014, after purporting to provide "independent professional advice" to M.A., a then-24-year-old Baltimore City resident who had been a plaintiff in a 2010 lead paint poisoning lawsuit filed in this Court, Mr. Smith reported to Access Funding that he had asked M.A. for his address "3 times and still couldn't understand what he was saying."

51. On another occasion, in directing Mr. Smith to provide “independent professional advice” to one customer, an Access Funding sales person felt it sufficiently noteworthy to advise Mr. Smith that the customer was a “normal caucasian woman just a fyi.”

52. One Access Funding sales person, exasperated by how difficult it could sometimes be to make contact with his young, poor, intellectually-impaired customers, referred to them simply as “these people” – as in, “F[---]in christ these people.” *See* Exhibit F.

D. The Grossly Unfair Terms of Access Funding’s Transactions with Its Injured and Intellectually-Impaired Customers

53. The financial terms on which Access Funding converts its customers’ future settlement payments into cash are often grossly unfair to its customers.

54. One measure of the unfairness of the transactions between Access Funding and injured Marylanders is the discrepancy between, on the one hand, the amount of cash that Access Funding provides to injured Marylanders and, on the other hand, the discounted present value of the payments that those Marylanders transfer to Access Funding. From April 2013 to August 2015, Access Funding obtained from injured Marylanders a gross total of at least \$32.6 million in future structured settlement payments. Those future payments had a cumulative discounted present value, calculated in accordance with Maryland and federal law, *see* Cts. & Jud. Proc. § 5-1101(b), of approximately \$24.5 million. To obtain these payments, Access Funding provided, at most, about \$7.5 million in cash to the injured Marylanders originally entitled to the payments. (Access Funding

directed some of this cash to defendants Charles Smith, Scott Blumenfeld, and other third parties, rather than to its customers.)

55. Thus, in the *average* transfer of structured settlement payment rights from a Maryland tort victim to an Access Funding entity from April 2013 to August 2015, the injured Marylander received from the Access Funding entity, at most, less than one-third of the present value of the stream of payment rights he or she was transferring, and Access Funding effectively extracted at least \$17 million from some of the most vulnerable residents of this State.

56. The transactions are often egregiously unfair on other measures, as well. The average discount rate applicable to transactions between Access Funding and injured Marylanders is approximately 16%. Moreover, the discount rate in numerous transactions between Access Funding and injured Marylanders has exceeded 24%, the rate of usury on consumer loans for amounts exceeding \$2,000. *See* Com. Law § 12-306(a)(6)(ii). By contrast, the federal and state governments use the “applicable federal rate” to determine the present value of future structured settlement payments; in recent years, the applicable federal rate has remained within the range of 1% to 3%. Meanwhile, sophisticated investors typically value guaranteed structured settlement payment rights at discount rates in a range of 4% to 7%.

57. By way of explanation, the term “discount rate” refers to the rate at which an investor “discounts” anticipated future payments to determine their present value, taking into account both the time-value of money and any uncertainty associated with those future payments. Using a *higher* discount rate to calculate the present value of a future payment

will yield a *lower* present value. In a structured settlement transaction, the discount rate represents the effective rate of return achieved by the entity acquiring the future payments on the cash that it provides to the person from whom it is acquiring the payments. The discount rate applicable to a structured settlement transfer is also analogous to the rate of interest on a mortgage or other loan, with the cash amount paid to the tort victim analogous to the loan principal, and the transferred future payments analogous to the scheduled future payments on the loan.

58. In valuing future structured settlement payments, both Maryland law and the federal Internal Revenue Service use, as a discount rate, the “applicable federal rate for determining the present value of an annuity.” Cts. & Jud. Proc. § 5-1101(b). This rate, published monthly by the IRS, has in recent years remained within the range of 1% to 3%, and it was 2.2% in February 2016. References to “discounted present value” in this Complaint refer to a calculation of present value based on the applicable federal rate, as contemplated in federal and State law.

59. There is a market among sophisticated investors for future structured settlement payments. Participants in this market recognize that, as discussed above, the entities with the obligation to make the payments (“structured settlement obligors”) are typically corporate subsidiaries or affiliates of well-capitalized, regulated insurance companies, such as Pacific Life, Berkshire Hathaway, and Metropolitan Life, and they fulfill their obligations through the purchase of an annuity from the corporate parent or affiliate. Thus, in valuing future structured settlement payments, sophisticated investors recognize the relative lack of risk typically associated with the payments and value them

at discount rates in the range of 4% to 7%. (In a minority of cases, structured settlement payments are “life-contingent,” meaning that they terminate when the tort victim dies, and investors typically factor into their valuation of such payments the cost of life insurance on the life of the tort victim or the risk associated with the life contingency.)

60. Access Funding acts as a self-described “broker” of structured settlement payment rights. Under its business model, Access Funding typically will not petition a Maryland court for approval of a transaction with an injured or intellectually-impaired Marylander until it has identified a third-party investor to whom the injured Marylander’s payments will be transferred. When Access Funding files a court petition, it typically identifies the third-party transferee in the pleading and requests that the court issue an order directing the structured settlement obligor or annuity issuer to make payments to the third-party transferee rather than to Access Funding itself.

61. From April 2013 to August 2015, Access Funding “brokered” the transfer of at least 32 payment streams from injured Marylanders to a third-party transferee known as Habitus Funding, which appears to be a corporate affiliate of a private investment firm based in the United Kingdom specializing in insurance-based investment products. During the same period, Access Funding “brokered” the transfer of at least 37 payment streams from injured Marylanders to a third-party transferee known as HUB Business Trust, which appears to be a corporate affiliate of an Oregon-based entity describing itself as an “annuity warehouse.”

62. In its structured settlement transactions, Access Funding has been consistently able to identify third-party transferees willing to acquire injured and

intellectually-impaired Marylanders' future structured settlement payments at effective discount rates of 5% to 7%, while simultaneously acquiring those payments from injured Marylanders at an average discount of approximately 16%.

63. As a consequence of this discrepancy between its *customer* discount rates (average 16%) and its *third-party transferee* discount rates (5% to 7%), Access Funding frequently acquires structured settlement payment rights from its Maryland customers at less than half the market value of those payments, and Access Funding is often able to double or triple its money instantly upon court approval of a transfer.

64. Thus, for example, in July 2014, Access Funding acquired structured settlement payment rights from S.K., a then-18-year-old Baltimore City resident who was a plaintiff in a lead paint poisoning lawsuit filed in this Court in 2011. S.K. transferred to Access Funding his entitlement to receive \$300 per month for 20 years, or \$72,000 in total payments, from the annuity arm of Berkshire Hathaway. The payments were scheduled to begin within months after the transaction closed. For purposes of Maryland and federal law, the discounted present value of those payments, using the applicable federal rate (then 2.4%) as the discount rate, was \$56,344. Access Funding converted those payments into cash of \$12,116. The discount rate applicable to the transaction was 25.5%, meaning that Access Funding's rate of return on the \$12,116 it provided to S.K. would be 25.5%.

65. At the time that it provided cash to S.K., S.K.'s settlement payments had already been transferred to a third-party transferee, Habitus Funding, which paid Access Funding \$39,116.46 for S.K.'s settlement payments. The discount rate applicable to that third-party transaction was 6.5%. In this three-party transaction, Access Funding

simultaneously paid out \$12,116 to S.K. and took in \$39,116 from Habitus, more than tripling its money.

66. The discount rate applicable to numerous transactions between Access Funding and injured Marylanders, including the transaction described above with S.K., exceed the 24% rate of usury on Maryland consumer loans in which the principal amount of the loan is greater than \$2,000. *See* Com. Law § 12-306(a)(6)(ii). A comparison to usury laws, however, understates the unfairness of these transactions, because in a consumer loan, the person required to make the future payments is an individual consumer, who may have little credit history or marginal creditworthiness. Loans to such consumers entail significant risk of default. Under a structured settlement, by contrast, the entity required to make the payments, the “structured settlement obligor,” is typically a corporate affiliate of a well-capitalized, regulated insurance company, and the obligor typically fulfills its obligations through an annuity issued by its affiliated insurance company, so the risk of default is far lower than in an unsecured consumer loan. In S.K.’s case, for example, the structured settlement obligor was a corporate affiliate of Berkshire Hathaway fulfilling its obligations through an annuity issued by Berkshire Hathaway.

67. Since Access Funding began active operations in early 2013, in at least eight of its transactions with injured Marylanders, the discount rate exceeded the 24% rate of usury on consumer loans. After consideration of additional amounts, not accounted for in court documents, extracted by the defendants from the cash they provided to their customers, the discount rate may have exceeded 24% in other transactions.

68. Moreover, some of the additional amounts extracted by the defendants from their transactions with injured Marylanders were by themselves unfair or deceptive, apart from their impact on the overall discount rate applicable to the transaction.

69. For example, T.S., an 18-year-old victim of lead paint poisoning who was a plaintiff in a 2005 lead paint poisoning lawsuit filed in this Court, transferred to Access Funding her entitlement to receive approximately \$950 per month for 15 years, or approximately \$171,220 in future payments, from the Prudential Insurance Company. As in S.K.'s case, the payments to T.S. were scheduled to begin within months after the transaction closed, and they had a discounted present value of \$144,659. Access Funding promised to convert those payments into cash of \$50,523, and, had it done so, the discount rate applicable to the transaction would have been 20.8%.

70. However, Access Funding also appears to have deducted two questionable amounts from the cash it provided to T.S.: it reimbursed itself for the cost of reimbursing a liquor store that mistakenly cashed a "bogus 'call to activate' check" originally sent to T.S.; and it paid \$700 to defendant Charles Smith, supposedly to reimburse Mr. Smith for a series of consultations with T.S. and another member of her family. These additional amounts extracted by the defendants worsened the already unfair financial terms of the transaction between Access Funding and T.S. – again, an 18-year-old victim of lead paint poisoning. These payments also appear to have been unfair and illegal on their own terms.

71. To take another set of examples, in their transactions with Deon H. and Donte H., two City residents who were plaintiffs in lead paint poisoning suits filed in this Court in 2010 and 2015, the defendants extracted from the final cash amount an apparent

contingency fee to be paid to defendants Charles Smith and Scott Blumenfeld, who were then law partners, over and above the fee Mr. Smith was paid for his “independent professional advice.” (As further discussed below, Mr. Smith was legally disqualified from advising the Hayes brothers and was in fact secretly working on behalf of Access Funding.)

72. Access Funding promised Deon H. that it would convert 115 payments of approximately \$950 per month, to which he was entitled in compensation for cognitive injuries caused by lead paint exposure, with a discounted present value of \$109,455, into \$60,000 in cash. However, Access Funding deducted from the \$60,000 a total of \$4,050 to be paid to Mr. Blumenfeld and Mr. Smith. The \$4,050 purportedly constituted payment of a \$3,800 fee, which was described as a 38% contingency on an undefined portion of the transaction, and a \$250 fee for “independent professional advice.”

73. Similarly, Access Funding promised Donte H. that it would convert 115 payments of approximately \$940 per month, to which he was entitled in compensation for cognitive injuries caused by lead paint exposure, with a discounted present value of \$102,083, into \$60,000 in cash. However, Access Funding deducted from this \$60,000 a total of \$4,395.25 for payments to Mr. Blumenfeld and Mr. Smith. The \$4,395.25 purportedly constituted payment of a \$3800 contingency fee, a \$250 fee for “independent professional advice,” and \$395.25 for “expenses advanced” by Mr. Blumenfeld and Mr. Smith.

74. The fees that the defendants colluded to extract from T.S., Deon H. and Donte H., and other injured Marylanders to pay for purported services violated the Maryland structured settlement transfer law, which provides that a person giving

“independent professional advice” may not be “compensated by the transferee of the transfer” and that the person’s compensation may not be “affected by whether a transfer occurs.” Cts. & Jud. Proc. § 5-1101(c).

E. Access Funding’s Practice of Making Unauthorized, Pre-Transaction Loans to Its Customers

75. In marketing its services to injured and cognitively-impaired Marylanders, Access Funding relies heavily on so-called “bonuses” and “advances,” which are in fact immediate loans of money or property to the injured person. Access Funding frequently makes several such loans to a customer prior to the time that Access Funding obtains court approval for the transfer of the customer’s structured settlement payments. Access Funding obtains repayment of these loans by deducting the repayment amount from the cash that it provides to the injured person after court authorization of a transfer of structured settlement payment rights.

76. The defendants mislead their customers concerning the terms of these loans. The defendants tell their customers – most of whom, again, are young Baltimore City residents with cognitive impairments – that these loans of money and property are “gifts,” “signing bonuses,” “cash at signing,” or “not a loan.”

77. These loans illegally purport to encumber structured settlement payment rights. Access Funding requires its customers to sign an “Advance Agreement.” The “Advance Agreement” states that the amount of the “advance” at issue, “together with any and all advances made to date, shall in aggregate be deducted from the Purchase Price at funding of the transaction, or any subsequent transaction if necessary to recoup the

Advance Amount.” As discussed above, the structured settlement law defines a “transfer” to include “any encumbrance made by a payee for consideration.” Cts. & Jud. Proc. § 5-1101(l). The law requires court authorization prior to any “direct or indirect transfer.” *See id.* § 5-1102(a). Thus, the Access Funding entities may not, without court authorization, directly or indirectly encumber the structured settlement payment rights of an injured Marylander prior to court authorization.

78. The defendants also use the loans to mislead their customers concerning their right to cancel a proposed transfer prior to court authorization. The “Advance Agreement” purports to require the customer to “cooperat[e] fully with the Company in obtaining . . . an appropriate court order approving” a transfer of structured settlement payment rights.

79. Moreover, the “cooperat[e] fully” provision of the defendants’ “Advance Agreement” unlawfully interferes with the obligation of Maryland courts under State and federal law to review proposed transfers of structured settlement payment rights. The structured settlement law requires reviewing courts to evaluate whether a proposed transfer “is necessary, reasonable, or appropriate,” and whether the transfer would “subject the payee, the payee’s dependents, or both, to undue or unreasonable financial hardship in the future.” *See id.* § 5-1102(b). Federal tax law requires the court to determine whether the transfer is “in the best interest of the payee [*i.e.*, the tort victim], taking into account the welfare and support of the payee’s dependents.” 26 U.S.C. § 5891. A reviewing court cannot fulfill these obligations if the person transferring the payments mistakenly believes that he or she has a contractual obligation to “cooperat[e] fully” in obtaining court approval of the transfer.

80. As discussed below, the Access Funding entities do not advise reviewing courts of the existence of these loans or of the terms of the “Advance Agreement.” The circuit courts reviewing Access Funding transactions therefore do not know that (a) Access Funding has already purported to “encumber” the structured settlement payment rights at issue, (b) the injured or intellectually-impaired person will, as a result, be receiving less cash upon authorization of the transfer than stated in Access Funding’s court filings, and (c) the injured person has promised to “cooperat[e] fully” in obtaining the court’s authorization and therefore may not be providing important information to the court about his or her situation or his or her current views regarding the proposed transfer.

F. The Defendants’ Arrangement for Sham “Independent Professional Advice”

81. Maryland’s structured settlement law affords a critical protection to tort victims who are considering a transfer of structured settlement payment rights: it requires that tort victims receive “independent professional advice” regarding the proposed transfer. As discussed above, the “independent professional advice” must come from someone who (1) is “engaged by” the tort victim, not the entity proposing to acquire the payment rights, (2) has no “affiliat[ion] with” the entity proposing to acquire the rights, and (3) is not “compensated by” the entity proposing to acquire the rights. Cts. & Jud. Proc. § 5-1101(c).

82. Independent professional advice takes on even greater importance in cases involving people who, like most of Access Funding’s Maryland customers, are young, economically disadvantaged, financially unsophisticated and cognitively impaired. In such cases, the person providing independent professional advice may be the customer’s only

source of meaningful advice about the fairness of the financial terms of the proposed transfer and about whether, more broadly, it makes good sense for a young, cognitively-impaired person with diminished employment prospects to relinquish years or decades of future payments in exchange for immediate cash.

83. The defendants systematically and deceitfully deprive their injured and intellectually-impaired customers of independent professional advice.

84. Sometime in 2013, Access Funding secretly engaged defendant Charles E. Smith, a lawyer based in Derwood, Maryland, to provide sham “independent professional advice” to all of its Maryland customers. In *all* of its approximately 180 Maryland court filings from May 2013 to June 2015, Access Funding identified Mr. Smith as the person who had provided independent professional advice under the Maryland structured settlement law.

85. In each case, Access Funding attached to its court filing a letter from Mr. Smith. *See, e.g.*, Exhibit G.

86. In his form letter, Mr. Smith falsely indicates that he has explained to the person transferring structured settlement payment rights “the financial, legal, and tax implications of this transaction” and that the person “indicated that she understood every aspect of the transaction and the implications of said transaction.” He makes this false representation despite knowing that the majority of his clients are financially unsophisticated young people with cognitive impairments, and despite the fact that he typically speaks with his client only very briefly.

87. Mr. Smith is an intimate, lifelong friend and business partner of defendant Raffi Boghosian, Access Funding's chief operating officer. Mr. Smith is also an intimate, longtime friend and business partner of Anuj Sud, the lawyer who has filed on Access Funding's behalf almost all of Access Funding's Maryland court petitions. Mr. Smith communicates with Mr. Boghosian and Mr. Sud on a regular basis about business, professional and personal matters, including his purported representation of Access Funding customers.

88. Mr. Smith also has business, professional and personal ties to defendants Lee Jundanian and Michael Borkowski, and Mr. Smith employs the manager of Access Funding's sales team in his own real estate business.

89. While purporting to provide independent professional advice to injured and intellectually-impaired customers doing business with Access Funding, Mr. Smith secretly served as a *de facto* member of Access Funding's sales and legal teams. Mr. Smith assisted Access Funding in closing transactions with his injured and intellectually-impaired clients, while extracting fees from the transactions for himself.

90. In June 2015, after a young, cognitively-impaired Access Funding customer filed suit against Mr. Smith, Access Funding secretly engaged Matthew Gorman, a lawyer based in Hyattsville, Maryland, to serve in the same role in which Mr. Smith had served. Mr. Gorman purported to provide independent professional advice to Access Funding's Maryland customers from June 2015 to September 2015, when Access Funding formally retained Mr. Gorman to lobby on its behalf in the Maryland General Assembly.

91. Like Mr. Smith, Mr. Gorman has extensive personal and professional ties to Anuj Sud, Access Funding's counsel, and Mr. Gorman communicates regularly with Mr. Sud, including on the subject of his representation of Access Funding's injured and intellectually-impaired Maryland customers.

92. In one case in early 2013, defendant Scott Blumenfeld purported to provide independent professional advice to an injured Marylander doing business with Access Funding, and in two other cases in 2013 Mr. Blumenfeld purported to provide certain other services to lead paint poisoning victims in connection with transfers of future payments to Access Funding. Mr. Blumenfeld had professional and business ties to Access Funding and Mr. Sud, both directly and through Mr. Smith, who was then Mr. Blumenfeld's law partner.

93. Mr. Smith, Mr. Gorman, and Mr. Blumenfeld could not lawfully provide independent professional advice to Access Funding customers. Maryland's structured settlement law disqualified them from doing so on three separate, independent grounds. They were "engaged by" Access Funding, not the customer. They were "affiliat[ed] with" Access Funding. And they were "compensated by" Access Funding. Cts. & Jud. Proc. § 5-1101(c).

94. In all or almost all cases, after an injured Marylander indicates that he or she wants to convert future settlement payments into cash, Access Funding immediately sends a notary to the home of the customer to obtain his or her signature on contract documents and affidavits. Prior to September 2015, Access Funding would then immediately send the

signed documents by email to Mr. Smith or Mr. Gorman, directing the lawyer to contact the customer.

95. In almost all cases, Mr. Smith or Mr. Gorman would then attempt to contact the customer. Rarely if ever did an Access Funding customer initiate first contact with Mr. Smith or Mr. Gorman.

96. After talking with the tort victim, Mr. Smith or Mr. Gorman would then generate a form letter and send it by email to Access Funding. Access Funding then attached the form letter to a court pleading in which it stated to the court that the customer obtained independent professional advice from Mr. Smith or Mr. Gorman.

97. Access Funding demanded that Mr. Smith, and later Mr. Gorman, make contact with the customer as soon as possible, often inquiring every few hours about the status of the lawyer's efforts to make contact with the customer. On numerous occasions, when Mr. Smith could not reach the customer to provide his "advice," Access Funding would itself schedule a telephone call between Mr. Smith and the customer, or even set up the "advice" call between Mr. Smith and his client as a three-way conference call among Mr. Smith, the injured or cognitively-impaired client, and an Access Funding sales person.

98. Indeed, in Mr. Smith's case, the intensity of Access Funding's demands that he act promptly to provide his "advice" was a subject of banter among defendant Raffi Boghosian, Access Funding's chief operating officer, the Access Funding sales team, and Mr. Smith.

99. On one occasion, after an Access Funding entity had obtained transaction documents from M.R., a then-18-year-old Baltimore City resident who was a plaintiff in a

lead paint poisoning lawsuit filed in this Court in 2006, an Access Funding sales person pleaded with Mr. Smith to “[c]ome on buddy, stop playing tickle dick already hah, I seriously need this ipa.” (“IPA” is an acronym commonly used in the structured settlement transfer industry to refer to independent professional advice.)

100. On another occasion, in response to repeated demands that he make contact with L.B., a young Baltimore City resident who was a plaintiff in a lead paint poisoning lawsuit filed in this Court in 2000, Mr. Smith referred to Mr. Boghosian, the chief operating officer, and members of the Access Funding sales team, as a “[b]unch of slave drivers!”

101. Mr. Smith did not provide any advice, independent or otherwise, to his clients. Typically, Mr. Smith spoke with a client for less than five minutes.

102. For example, after Access Funding staff directed Mr. Smith to make contact with L.T. on the afternoon of January 13, 2015, Mr. Smith, in response to a follow-up inquiry from Mr. Boghosian and the sales team, reported at 3:14 p.m. that L.T. had not yet returned his phone call. Three minutes later, at 3:17 p.m., Mr. Smith provided an update to the sales team: “just called, finished.” Exhibit F. Mr. Smith’s phone call with L.T., whom he was supposed to advise concerning the “legal, tax and financial implications” of a complex financial transaction, had lasted a maximum of three minutes.

103. Access Funding and Mr. Smith would later falsely represent to the Circuit Court for Prince George’s County that Mr. Smith had provided “independent professional advice” to L.T. and that L.T. indicated to Mr. Smith “that he understood every aspect of the transaction and the implications of said transaction.”

104. In another case, email time stamps show that 13 minutes elapsed from the time that Mr. Boghosian sent a message to Mr. Smith directing him to provide “independent professional advice” to T.B., a Baltimore City resident who was a plaintiff in a lead paint lawsuit filed in this Court in 2003, and the time that Mr. Smith sent a letter back to Access Funding supposedly documenting his advice to the client. On that occasion, Mr. Boghosian playfully dubbed Mr. Smith “Fast boy.”

105. Another Access Funding customer who supposedly obtained independent professional advice from Mr. Smith, Mary Alice Rose, has filed suit in this Court against Mr. Smith alleging that Mr. Smith did not render any advice to her. *See Rose v. Smith*, Circuit Court for Baltimore City, Case No. 24-C-15-002960. Ms. Rose, a Baltimore City resident who was 18 or 19 years old at the time of her 2013 transaction with Access Funding, was a plaintiff in a lead paint poisoning lawsuit filed in this Court in 2005. She states in her present lawsuit against Mr. Smith, filed in June 2015, that she suffers from major cognitive impairments and is functionally illiterate. Access Funding represented to the Circuit Court for Montgomery County that Ms. Rose obtained “independent professional advice” from Mr. Smith.

106. As a result of that misrepresentation, Access Funding obtained authorization to convert a gross total of \$574,614 in future settlement payments due to Ms. Rose, with a discounted present value of \$337,855, into \$62,636 in cash. In this manner, the defendants extracted from Ms. Rose more than 80% of the value of the payment stream, or the equivalent of over \$270,000.

107. In another case, on July 24, 2014, the Access Funding sales team obtained signed documents from L.B. and, at 1:24 p.m., directed Mr. Smith to call L.B. Mr. Smith reassured the sales team that he would make the call at the conclusion of a class he was attending, at 3 p.m. Mr. Boghosian, Mr. Smith's lifelong friend and Access Funding's chief operating officer, noted that the phone call "[s]hould be done 3:01."

108. In other words, Mr. Boghosian was noting, perhaps jovially, that Mr. Smith's "advice" call with L.B., a young, cognitively-impaired Baltimore City resident, could be expected to last, or should last, no longer than one minute.

109. If Mr. Smith had any meaningful interaction with a client, he sought to facilitate the closing of the client's transaction with Access Funding and to downplay any concerns expressed by the client about the transaction, while at the same time concealing his allegiance to Access Funding. The defendants and the members of the Access Funding sales team fully understood that Mr. Smith's actual role was to assist Access Funding in closing its transactions with its injured and intellectually-impaired customers, not to provide clients with independent advice.

110. At times, Access Funding sales people, in directing Mr. Smith to call a customer, would forewarn him about a customer's potential concerns about the transaction, so that Mr. Smith could seek to downplay the customer's concerns.

111. At other times, the Access Funding sales team would simply direct Mr. Smith to make sure that his "advice" would not disturb the client or the transaction, to "handle with care."

112. When injured and intellectually-impaired Marylanders themselves expressed concern to Mr. Smith about a transaction with Access Funding, Mr. Smith would report those concerns back to Mr. Boghosian and the Access Funding sales team. He would do so, not as an advocate for the injured or intellectually-impaired client he was supposedly advising, but as a familiar and trusted arm of the Access Funding sales team. Thus, for example, when Access Funding customer B.C. expressed to Mr. Smith a desire to exercise her right under Maryland law to cancel her transfer of future payments to Access Funding, Mr. Smith did not actually assist her in doing so. He instead reported back to the sales team that “she wants to cancel the transaction, was bitching about the woman who came out to do the notaries and some other stuff.” Mr. Smith’s suggestion to the Access Funding sales team: “You may want to call her.”

113. At times, Mr. Smith reminded Access Funding that he could not be seen to be acting too overtly as a member of the sales team, and that, if he pushed a customer too hard to return his phone calls or to close a transaction, it would reveal that his true allegiance was to Access Funding, not to his client. When asked by Mr. Boghosian or an Access Funding sales person to push a customer to move forward with a transaction, Mr. Smith would write, apologetically, “Don’t want to seem like I’m badgering them,” or “I can only go so far.”

114. Indeed, Mr. Smith’s secret role as a member of the Access Funding sales team was a source of winking and banter. As one Access Funding sales person put it, when advising Mr. Smith about how to interact with a customer, “I know it’s not your job to sell the dude ha ha.”

115. Mr. Smith, while supposedly providing independent professional advice to injured and cognitively-impaired Marylanders doing business with Access Funding, cheered the sales team when they obtained signed documents from a new customer, participated in the sales team's fantasy football league, employed the manager of the sales team, Mark Gutierrez, in his own real estate business, and traded information about potential customers and clients with members of the sales team for mutual business advantage.

116. During the period when he was supposedly providing independent professional advice to Access Funding customers, Mr. Smith, in addition to acting as a *de facto* member of the sales team, also frequently provided actual legal advice to Access Funding.

117. For example, on June 24, 2013, Mr. Smith wrote an email message, with the subject line "Maryland State Structured Settlement Act," to Anuj Sud, counsel for Access Funding. Mr. Smith wrote: "Yo, the main question is that of jurisdiction. What is nonexclusive jurisdiction? Sounds like you can bring action anywhere."

118. Two days after receiving Mr. Smith's advice that it "Sounds like you can bring action anywhere," Access Funding, through Mr. Sud, filed its first two petitions in the Circuit Court for Prince George's County. From that time until September 2015, Access Funding and Mr. Sud filed *all* of their Maryland petitions, a total of at least 175 cases, in that court. Again, the majority of these petitions involved young victims of lead paint poisoning from Baltimore City. Until June 2015, Mr. Smith himself purported to provide "independent professional advice" to the injured or intellectually-impaired

Marylander in all of those cases, including the two that were the subject of Mr. Sud's June 26, 2013 filings.

119. Mr. Smith, a trusted adviser and friend to Access Funding, its principals and its sales staff, provided legal advice to Access Funding at other critical moments during the period when he was supposedly providing independent professional advice to all of Access Funding's customers. Ryan Nardontonia, an in-house lawyer at Access Funding, contacted Mr. Smith asking, for example, for the name of "a judge you'd think would be favorable to our transfers" other than the Prince George's County judge to whom Access Funding was then routing all of its petitions. On another occasion, on the recommendation of Mr. Boghosian, Mr. Nardontonia contacted Mr. Smith about so-called "tricks" for obtaining judicial approval to acquire payment rights intended to benefit children who reside in Baltimore City.

120. As stated above, Mr. Smith, Mr. Sud, and Mr. Boghosian are intimate, longtime friends and business and real estate partners. Mr. Smith and Mr. Sud, while purporting to represent parties on opposite sides of more than 150 Access Funding transactions, introduced each other as "my business partner," jointly represented numerous legal clients together, and made plans to form a law firm together, which they referred to as "S&S."

121. For a brief period, Mr. Sud and Mr. Smith jointly represented another entity that acquires structured settlement payment rights from injured Marylanders, known as Fairfield Funding. In soliciting business from Fairfield Funding on behalf of himself and Mr. Sud, Mr. Smith assured the prospective client, in an apparent reference to their work

for Access Funding, that he and Mr. Sud “work together on many of these structured settlement files,” adding, “I am sure you will be pleased with our results.”

G. The Defendants’ Unfair and Deceptive Practices Concerning Their Customers’ Rights to Cancel Transactions Prior to Court Authorization

122. On numerous occasions, Access Funding has misled its injured and intellectually-impaired customers concerning the customers’ rights under Maryland’s structured settlement law, and has deceived customers into believing that they have no right to cancel a transaction after signing initial papers concerning the transaction.

123. As discussed above, Access Funding encourages its customers to accept pre-transaction loans of money and property, which Access Funding often misleadingly calls “gifts,” “signing bonuses,” “cash at signing” or “not a loan.” In connection with the extension of these loans, Access Funding requires its customers to sign a document, the “Advance Agreement,” containing an unenforceable and therefore misleading promise to “cooperat[e] fully” in obtaining court approval for a transfer of structured settlement payment rights.

124. At times, when customers express reservations about a transaction prior to court approval, the defendants threaten to take legal action against the customer. On at least one occasion, Access Funding went so far as to file a lawsuit against one of its customers, Kevin Owens, for exercising his right under Maryland law to cancel a transfer of structured settlement payment rights prior to court authorization. *See Access Funding v. Blumenfeld*, Circuit Court for Montgomery County, Case No. 391046-V. Access Funding sued Mr. Owens, who was 21 or 22 years old at the time, for trover and conversion,

unjust enrichment, breach of contract and civil conspiracy. Access Funding sought to recover from Mr. Owens (a) \$650 to compensate Access Funding for unidentified property that it claimed it had lent to Mr. Owens, (b) \$3,825 to compensate Access Funding for cash amounts it claimed it had provided to Mr. Owens in three additional, pre-transaction loans, and (c) more than \$75,000 in compensatory and punitive damages that Access Funding claimed it had sustained as a result of Mr. Owens' decision to cancel, prior to court approval, a proposed transfer of structured settlement payment rights. Mr. Owens died during the pendency of Access Funding's lawsuit.

125. At other times, when customers express reservations about a transfer of structured settlement payment rights to which they initially agreed, the defendants simply deceive their customers concerning the status of the transaction or the customer's rights under Maryland law. For example, the defendants have falsely advised customers that a court has already approved a transfer of structured settlement payment rights, and that, as a result, the customer no longer has a right to cancel the transaction, when in fact Access Funding's petition for approval of the transaction was still pending before a court.

126. Charles Smith provided further assistance in misleading Access Funding's customers, the individuals to whom he purported to provide independent advice, concerning their right under Maryland law to cancel proposed transfers of structured settlement payments prior to court approval. On at least one occasion, after supposedly providing independent professional advice to an Access Funding customer, Mr. Smith reported back to Access Funding that, in response to the customer's expression of

reservations about the terms of the transaction, he simply reminded the customer, “But you signed the docs.”

H. The Defendants’ Misrepresentations and Omissions to Maryland Courts

127. From the inception of its operations in early 2013 until August 2015, Access Funding sought judicial authorization in two Maryland courts for transfers of structured settlement payment rights from injured and intellectually-impaired Marylanders. From March 2013 to July 2013, Access Funding filed at least 14 petitions in the Circuit Court for Montgomery County, which approved at least nine of the transfers. From June 2013 to August 2015, Access Funding filed at least 175 petitions in the Circuit Court for Prince George’s County, which approved at least 149 of the transfers.

128. Access Funding appears to have filed all of its Maryland petitions in the Circuit Court for Prince George’s County starting in July 2013. It selected Prince George’s County as the venue for its petitions, perhaps among other reasons, based on an understanding that the court would permit it to route its petitions to a particular judge, would act quickly to consider its petitions, would view its petitions favorably, and would not require a personal appearance by the person transferring the payment rights. Access Funding also understood that it would be difficult for its customers, most of whom were young, economically disadvantaged Baltimore City residents, to attempt to attend any hearing in Upper Marlboro concerning a proposed transfer.

129. Each petition filed by the Access Funding entities from March 2013 to August 2015, whether filed in the Circuit Court for Montgomery County or the Circuit

Court for Prince George's County, contained several misrepresentations and omissions. As discussed above, Maryland law requires a court considering a proposed transfer of structured settlement payment rights to determine whether "[t]he transfer is necessary, reasonable, or appropriate," whether "[t]he transfer is not expected to subject [the person transferring the payments, that person's] dependents, or both, to undue or unreasonable financial hardship in the future," and whether the person transferring the payments "received independent professional advice regarding the legal, tax, and financial implications of the transfer." *See id.* § 5-1102(b)(1), (2) & (3). The defendants' false statements and omissions in their court filings prevented Maryland courts from fulfilling this responsibility.

130. When, as was the case in at least 70% of its transactions from 2013 to 2015, the person transferring structured settlement payment rights to Access Funding was cognitively impaired, Access Funding often omitted that fact from its court filing. As a result, the courts often did not know, when determining whether a transfer was "necessary, reasonable or appropriate," that the person transferring future settlement payments was cognitively impaired.

131. Access Funding omitted from its court filings the existence and terms of the pre-transaction loans that Access Funding extended to all or almost all of its Maryland customers. As a result, courts did not know that Access Funding had already purported to "encumber" the structured settlement payment rights at issue, without the legally required judicial authorization; or that the injured or intellectually-impaired person, as a result both of the encumbrance and of other unauthorized deductions to pay Mr. Smith, Mr.

Blumenfeld and others, would be receiving less cash than stated. These omissions significantly impeded the ability of the courts to determine whether a transaction was “necessary, reasonable or appropriate.”

132. Relatedly, the Access Funding entities omitted from their court filings the fact that they had misled the customer concerning the customer’s right to cancel the proposed transfer prior to court authorization. Specifically, the Access Funding entities omitted to advise reviewing courts that, as was the case in all or almost all of its Maryland transactions, the customer had signed a document promising to “cooperat[e] fully” in obtaining court authorization for the proposed transfer; that customers who expressed reservations about a proposed transaction were sometimes threatened with legal action; and that, in other cases, customers who expressed reservations were falsely told that the court had already approved the transaction or were otherwise misled concerning their right to cancel. These omissions, too, significantly impeded the ability of the courts to determine whether a transaction is “necessary, reasonable or appropriate.”

133. Finally, and perhaps most significantly, in all of their petitions filed in Maryland courts, the Access Funding entities falsely advised the court that the person transferring structured settlement payment rights had obtained independent professional advice. In fact, as discussed above, Access Funding arranged in every case for its customers to obtain sham “independent professional advice” from lawyers who could not, and did not, provide the independent advice required under Maryland’s structured settlement transfer law, and who were in fact working on behalf of Access Funding. In the case of Mr. Smith, who purported to provide independent professional advice in 155 of the

158 court-authorized transfers of which the Office of the Attorney General is aware, Access Funding omitted from its court filings the fact that Mr. Smith did not advise his clients and instead made a perfunctory phone call to the client typically lasting less than five minutes. Mr. Smith's true function – which the Access Funding entities concealed from reviewing courts – was to act at the direction of Access Funding to assist its sales people in closing transactions with their injured and intellectually-impaired customers. Access Funding failed, too, to disclose the deep and longstanding business, professional and personal ties between Mr. Smith, on the one hand, and its principals, its counsel and its sales staff.

134. Thus, the Circuit Court for Montgomery County and the Circuit Court for Prince George's County reviewed and approved at least 158 transactions between Access Funding and injured Marylanders without knowing, (a) in a substantial number of cases, that the person transferring the future settlement payments was intellectually impaired and therefore unable to evaluate the financial terms of these complex transactions; (b) in all or almost all cases, that Access Funding had already purported to encumber the settlement payments at issue; (c) in all or almost all cases, that the person transferring the payments was, at least purportedly, already indebted to Access Funding; (d) that, as a result of these illegal encumbrances and other undisclosed deductions, the person transferring the payments would be receiving less cash than stated in court documents; (e) that Access Funding had already obtained a purportedly binding commitment from the customer to "cooperat[e] fully" in obtaining the court's approval of the transfer; and, (f) perhaps most significantly, that the person transferring the payments had not received "independent professional advice" at all, and that the lawyer who supposedly provided the advice did not

meet the statutory requirements for providing “independent professional advice,” did not provide independent advice, and was secretly working for Access Funding.

135. The reviewing courts, unaware of these facts, generally did not require the person transferring the payments to appear in person and instead, in all or almost all cases, issued judgments on an *ex parte* basis.

136. As a result of the defendants’ misrepresentations and omissions, the reviewing courts could not and did not make the legally required inquiry into whether the proposed transfer was “necessary, reasonable or appropriate” for the injured and cognitively-impaired people transferring the payments, whether the transfer could be “expected to subject the payee, the payee’s dependents, or both, to undue or unreasonable financial hardship in the future,” and whether “the payee received independent professional advice regarding the legal, tax, and financial implications of the transfer.” Cts. & Jud. Proc. § 5-1102(b). Moreover, the reviewing courts could not and did not make the inquiry required under federal law into whether the transfer was “in the best interest of the payee, taking into account the welfare and support of the payee’s dependents.” 26 U.S.C. § 5891.

CAUSES OF ACTION

Count One Violations of Consumer Protection Act (All Defendants)

137. The Consumer Protection Division of the Office of the Attorney General asserts this cause of action under the Maryland Consumer Protection Act, *see* Md. Code Ann., Com. Law §§ 13-101 – 13-501, against all defendants.

138. Defendants Access Funding, LLC, Assoc, LLC, and En Cor, LLC (“the Access Funding entities”) provide to Maryland consumers the consumer service of converting future structured settlement payments into immediate cash. Through so-called “advances,” “signing bonuses,” and other loans of money and property and through the conversion of future payments into immediate cash, the Access Funding entities also extend consumer credit to Maryland consumers.

139. Defendants Charles E. Smith and Scott Blumenfeld provide “independent professional advice” and other consumer services to Maryland consumers considering whether to transfer structured settlement payment rights.

140. The goods, services and extensions of credit that the defendants provide are used by consumers for personal, household or family purposes and constitute consumer goods, consumer services and consumer credit under Title 13 of the Commercial Law Article.

141. In their business with Maryland consumers, the Access Funding entities, Mr. Smith and Mr. Blumenfeld engage in unfair or deceptive trade practices under the Consumer Protection Act. These practices include all of those described in paragraph 3 and in paragraphs 33 through 136, above.

142. Defendants’ practices have harmed consumers; consumers could not reasonably avoid the harm; and the harm is not outweighed by a countervailing benefit from the practices.

143. Defendants’ practices constitute unfair practices under Title 13 of the Commercial Law Article.

144. Defendants' false and misleading statements – in their advertising; in their solicitation of consumers; in providing money, goods and services to consumers; in transactions related to the transfer of structured settlement payment rights; in the presentation of transactions to reviewing courts; and in the taking of structured settlement payment rights – have the capacity, tendency or effect of deceiving or misleading consumers and constitute unfair or deceptive trade practices as defined in § 13-301(1) of the Commercial Law Article.

145. Defendants' representations that the consumer services provided by Mr. Smith, Mr. Blumenfeld and Mr. Gorman have a characteristic that they do not have constitute unfair or deceptive trade practices as defined in § 13-301(2) of the Commercial Law Article.

146. Defendants' failures to state material facts have deceived Maryland consumers and Maryland courts and constitute unfair or deceptive trade practices as defined in § 13-301(3) of the Commercial Law Article.

147. Defendants' solicitations of sales over the telephone that misrepresent the solicitor's true status or mission constitute unfair or deceptive trade practices as defined in § 13-301(11) of the Commercial Law Article.

148. Defendants engaged in unfair or deceptive trade practices in the sale and offer for sale of consumer goods and consumer services and in the extension of consumer credit, in violation of § 13-303 of the Commercial Law Article.

149. Through these practices, the defendants have induced at least one hundred injured and intellectually-impaired Marylanders to convert future structured settlement

payments into immediate cash in amounts equivalent to only a fraction of the value of those future payments. From 2013 to 2015, Access Funding obtained future structured settlement payment rights from these one hundred injured Marylanders with a cumulative present value of approximately \$24.5 million while providing, at most, about \$7.5 million in cash to those Marylanders.

150. Through these practices, the Access Funding entities, Mr. Smith and Mr. Blumenfeld have also obtained fees for sham “independent professional advice” and other purported services from dozens of injured and intellectually-impaired Marylanders.

151. Defendants Access Holding, LLC, Lee Jundanian, Michael Borkowski, and Raffi Boghosian have the authority to control these unfair or deceptive trade practices.

152. Defendants Lee Jundanian, Michael Borkowski, and Raffi Boghosian have knowledge of these unfair or deceptive trade practices, failed to stop them, and have participated directly in them.

153. Defendants Access Holding, LLC and Reliance Funding, LLC are liable for the unfair or deceptive trade practices in which the Access Funding entities have engaged, because the Access Funding entities are the alter egos of Access Holding and Reliance Funding.

154. Section 13-406 of the Commercial Law Article authorizes the Attorney General to maintain a civil action seeking an order enjoining an unfair or deceptive trade practice and restoring any money or property acquired from a consumer through means of an unfair or deceptive trade practice.

155. Section 13-410 of the Commercial Law Article authorizes the Attorney General to maintain a civil action seeking the imposition of civil penalties in the amount of \$1,000 for each violation of the Consumer Protection Act.

156. Section 13-409 of the Commercial Law Article provides that the Attorney General is entitled to recover for the State the costs of an action brought under the Consumer Protection Act.

157. Wherefore, the Consumer Protection Division requests that this Court enter judgment in its favor and against the defendants and issue an order:

(a) declaring to be void each judgment entered by a Maryland court from 2013 to 2015 authorizing a transaction between the Access Funding entities and a Maryland consumer;

(b) preventing the defendants from using prohibited practices in the future;

(c) holding the defendants jointly and severally liable to restore to each injured Marylander who transferred structured settlement payment rights to the defendants the money and payment rights that were taken through unfair or deceptive trade practices;

(d) holding the defendants jointly and severally liable to restore to any injured Marylander the full amount paid to Charles Smith or Scott Blumenfeld in connection with a transfer of structured settlement payment rights from the injured Marylander to the Access Funding entities, including all fees deducted from the cash that the Access Funding entities provided to the injured Marylander;

(e) imposing on each defendant a civil penalty in the amount of \$1,000 for each violation by the defendant of the Consumer Protection Act;

(f) holding the defendants jointly and severally liable to pay to the State all costs associated with maintaining this action; and

(g) awarding additional relief that the Court considers to be just and appropriate.

Count Two
Declaratory Judgment
(Defendants Access Funding, Assoc, and En Cor)

158. The Consumer Protection Division of the Office of the Attorney General brings this cause of action under the Declaratory Judgments Act, *see* Md. Code Ann., Cts. & Jud. Proc. §§ 3-401 – 3-415, against defendants Access Funding, LLC, Assoc, LLC, and En Cor, LLC (“the Access Funding entities”). Other parties potentially interested in this cause of action, *see id.*, § 3-405(a), are listed in Exhibit C.

159. In each case in which the Access Funding entities petitioned a Maryland court to authorize a transfer of structured settlement payment rights from an injured or intellectually-impaired Marylander, the Access Funding made some or all of the fraudulent representations or omissions described in paragraphs 127 to 136, above.

160. Moreover, the Access Funding entities colluded in almost all of these cases with defendant Charles E. Smith, who falsely represented to the reviewing courts that he had provided independent professional advice to the injured Marylanders who were parties to these cases. In fact, unbeknownst to the reviewing courts, Mr. Smith had sold out the interests of his injured and intellectually-impaired clients and secretly assisted the Access Funding entities in obtaining his clients’ future payment rights, often on financial terms grossly unfair to the client.

161. As a result of the fraud perpetrated by the defendants, the Circuit Court for Montgomery County and the Circuit Court for Prince George’s County entered orders authorizing at least 158 transfers of structured settlement payment rights to the Access

Funding entities from at least one hundred injured Marylanders, most of whom were intellectually-impaired victims of lead paint poisoning, and all but three of whom were purportedly advised by Mr. Smith. In these transfers, Access Funding acquired a gross total of \$32.6 million in future payments from injured Marylanders with a cumulative present value of approximately \$24.5 million. Access Funding provided, at most, about \$7.5 million in cash to those Marylanders.

162. Under Maryland law, a judgment is void when procured by extrinsic fraud or mistake, including when a lawyer purporting to represent one party is in fact secretly serving the interests of another party.

163. Under the Declaratory Judgments Act, this Court may enter a judgment “declar[ing] rights, status, and other legal relations.” Cts. & Jud. Proc. § 3-403(a). In addition, the Court “may grant a judgment or decree in a civil case, if it will serve to terminate the uncertainty or controversy giving rise to the proceeding, and if,” among other things, “[a]n actual controversy exists between contending parties.” *Id.* § 3-409(a).

164. As explained in Count One, above, the Access Funding entities have violated the Maryland Consumer Protection Act. It would terminate significant uncertainty associated with the controversy between the Attorney General and the Access Funding entities if this Court were to enter a judgment declaring the validity or invalidity of the prior Maryland judgments that authorized the transactions that are the source of that controversy, all of which prior judgments were procured through the fraudulent means described above.

165. Wherefore, the Consumer Protection Division requests that this Court enter a judgment declaring that:

(a) each judgment entered by a Maryland court from April 2013 to October 2015 authorizing a transfer of structured settlement payment rights to the Access Funding entities is void;

(b) the transfer of structured settlement payment rights authorized in each such judgment is void; and

(c) the injured Marylander whose rights were transferred in each such case is entitled to all invalidly-transferred future structured settlement payments.

166. The Consumer Protection Division further requests that Court grant any relief under § 3-412 of the Courts and Judicial Proceedings Article necessary or appropriate to supplement the above-described declaration.

Count Three
Fraudulent Conveyance
(Defendants Access Holding and Reliance Funding)

167. The Consumer Protection Division of the Office of the Attorney General asserts this cause of action under the Maryland Uniform Fraudulent Conveyance Act, *see* Md. Code Ann., Com. Law §§ 15-201 – 15-214, against defendants Access Holding, LLC and Reliance Funding, LLC.

168. Immediately after defendants Access Funding, LLC, Assoc, LLC, and En Cor, LLC (“the Access Funding entities”) received subpoenas or investigative demands from the Attorney General and the federal Consumer Financial Protection Bureau,

defendants Lee Jundanian and Raffi Boghosian formed defendant Reliance Funding, LLC, and defendant Access Holding, LLC, the parent and alter ego of the Access Funding entities, purportedly conveyed to Reliance Funding all of the assets of the Access Funding entities.

169. Under § 15-204 and § 15-208(b) of the Commercial Law Article, Access Holding's conveyance of assets to Reliance Funding is fraudulent because the conveyance rendered Access Holding insolvent and was made without fair consideration to Access Holding.

170. Under § 15-206 of the Commercial Law Article, Access Holding's conveyance of assets to Reliance Funding is fraudulent because the conveyance was made without fair consideration and because Access Holding believed, at the time of the conveyance, that it would incur debts beyond its ability to pay.

171. Under § 15-207 of the Commercial Law Article, Access Holding's conveyance of assets to Reliance Funding is fraudulent because it was made with intent to defraud future creditors, including the victims of its unfair or deceptive trade practices and the Consumer Protection Division of the Office of the Attorney General

172. The Maryland Uniform Fraudulent Conveyance Act, at § 15-210 of the Commercial Law Article, confers a right on a creditor whose claim has not matured, such as the Consumer Protection Division, to seek a court order restraining the disposition of fraudulently conveyed property or setting aside a conveyance, among other relief.

173. Wherefore the Consumer Protection Division requests that this Court enter an order:

- (a) setting aside the conveyance of assets from Access Holding to Reliance Funding;
- and
- (b) restraining Access Holding and Reliance Funding from disposing of those assets.

Respectfully submitted,

BRIAN E. FROSH
Attorney General of Maryland



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WILLIAM D. GRUHN
Chief, Consumer Protection Division
Office of the Attorney General
200 Saint Paul Place, 16th Floor
Baltimore, Maryland 21202

May 10, 2015

EXHIBIT A

EXHIBIT B

**Annuity Issuers and Structured Settlement Obligor
Identified in Maryland Petitions Filed by Access Funding
For Transfer of Structured Settlement Payment Rights**

	Annuity Issuer	Structured Settlement Obligor
1.	AIG Life Insurance Co. 2727A Allen Parkway Houston, Texas 77019	American General Annuity Service Corp. 2929 Allen Parkway Houston, Texas 77019
2.	Allstate Insurance Co. Drinker Biddle & Reath, LLP One Logan Square Ste. 2000 Philadelphia, PA 19103	Allstate Assignment Co. Drinker Biddle & Reath, LLP One Logan Square Ste. 2000 Philadelphia, PA 19103
3.	Allstate Life Insurance Co. 3100 Sanders Road, NSA Northbrook, Illinois 60062	Allstate Assignment Company 2940 S. 84 th Street Suite 2B Lincoln, Nebraska 68506
4.	Allstate Life Insurance Co. of New York 3100 Sanders Road, N3A Northbrook, Illinois 60062	Allstate Assignment Company 2940 S. 84 th Street Lincoln, Nebraska 68506
5.	American General Life PO Box 15367 Amarillo, Texas 79105	American General Annuity Service Corp. 205 SE 10 th Avenue Amarillo, Texas 79101
6.	American General Life Companies PO Box 15367 Amarillo, Texas 79105	American General Annuity Service Corp. 205 SE 10 th Avenue Amarillo, Texas 79101
7.	American General Life Insurance Companies 2727A Allen Parkway Houston, Texas 77019	American General Annuity Service Corp. 2929 Allen Parkway Houston, Texas 77019
8.	Athene Annuity & Life Assurance Co. of New York f/k/a Presidential Life Insurance Company 69 Lydecker Street Nyack, NY 10960-2103	Medical Mutual Liability Society of Maryland 225 International Circle Box 8016 Hunt Valley, Maryland 21030

9.	Berkshire Hathaway Life Insurance Co. of Nebraska 3024 Harvey Street Omaha Nebraska 68131	BHG Structured Settlements, Inc., a Missouri Corporation 3024 Harvey Street Omaha Nebraska 68131
10.	Continental Casualty Co. Drinker Biddle & Reath One Logan Square Suite 2000 Philadelphia, PA 19103	CNA Structured Settlements Drinker Biddle & Reath One Logan Square Suite 2000 Philadelphia, PA 19103
11.	Fidelity and Guaranty Life Insurance Co. 1001 Fleet Street, 6 th Floor Baltimore, Maryland 21202	United States Fidelity and Guaranty Co. 1001 Fleet Street, 6 th Floor Baltimore, Maryland 21202
12.	Genworth Life and Annuity Insurance Co. 700 Main Street Lynchburg, Virginia 24505	Genworth Financial 216 Schilling Circle Hunt Valley, Maryland 21031
13.	Genworth Life Insurance Co. of New York f/k/a American Mayflower Life Insurance Company of New York 3100 Albert Lankford Drive Lynchburg, Virginia 24501	Genworth Life & Annuity Insurance Company f/k/a First Colony Life Insurance Company 3100 Albert Lankford Drive Lynchburg, Virginia 24501
14.	Guaranty Association Benefits Co. 1050 K Street, NW Suite 400 Washington, DC 20001	First Executive Corporation 465 Park Avenue New York, New York 10022
15.	Hartford Life Insurance Co. 1 Griffin Road North Windsor, Connecticut 06095	Hartford CebSCO Comprehensive Employee Benefit Service Co. Hartford Plaza Hartford, Connecticut 06115
16.	John Hancock Life Insurance Co. 601 Congress Street Boston, Massachusetts 02210	John Hancock Assignment Co. 200 Corporate Place, 1 st Floor Rocky Hill, Connecticut 06067
17.	Liberty Life Assurance Co. of Boston 175 Berkeley Street Boston, Massachusetts 02117	Liberty Assignment Corp. 175 Berkeley Street Boston, Massachusetts 02117
18.	Massachusetts Mutual Life Insurance Co. 1295 State Street Springfield, Massachusetts 01111	MassMutual Annuity Administration 2935 Pine Lake Road Lincoln, Nebraska 68516

19.	MetLife Insurance Co. of Connecticut 1300 Hall Boulevard Bloomfield, Connecticut 06002	Geico General Insurance Company 5260 Western Avenue Chevy Chase, Maryland 20815
20.	Metropolitan Life Insurance Co. One Madison Avenue New York, New York 10010-3690	Metropolitan Insurance and Annuity Co. One Madison Avenue New York, New York 10010-3690
21.	Monumental Life Insurance Co. f/k/a Commonwealth Life Insurance Company 4333 Edgewood Road, NE MS 2360 Cedar Rapids, Iowa 52499	AEGON Assignment Corporation of Kentucky 4333 Edgewood Road, NE MS 2360 Cedar Rapids, Iowa 52499
22.	New York Life Insurance Co. 51 Madison Avenue New York, New York 10010	New York Life Insurance and Annuity Corp. 51 Madison Avenue Room 250 New York, New York 10010
23.	Pacific Life & Annuity Co. 700 Newport Center Drive Newport Beach, California 92660	Pacific Life & Annuity Co. PO Box 2890 Newport Beach, California 92658
24.	Pacific Life Insurance Co. 700 Newport Center Drive Newport Beach, California 92660	Pacific Life & Annuity Services, Inc. 777 Research Drive Suite 117 Lincoln, Nebraska 68521
25.	Prudential Insurance Co. of America 751 Broad Street Newark, New Jersey 07102	Prudential Assigned Settlement Services Corp. 213 Washington Street Newark, New Jersey 07102
26.	Prudential Life Insurance Co. of America 751 Broad Street Newark, New Jersey 07102	Prudential Assigned Settlement Services Corp. 213 Washington Street Newark, New Jersey 07102
27.	Symetra Life Insurance Co. 777 108 th Avenue, NE Bellevue, Washington 98124	Symetra Assigned Benefits Service Company 777 108 th Avenue, NE Bellevue, Washington 98124

28.	Transamerica Life Insurance Co. 433 Edgewood Road, NE MS 2360 Cedar Rapids, Iowa 52499	AEGON Assignment Corporation of Kentucky 433 Edgewood Road, NE MS 2360 Cedar Rapids, Iowa 52499
29.	United of Omaha Life Insurance Co. Mutual of Omaha Plaza Omaha, Nebraska 68175	Mutual of Omaha Structured Settlement Co. Mutual of Omaha Plaza Omaha, Nebraska 68175
30.	USAA Life Insurance Co. 9800 Fredricksburg Road San Antonio, Texas 78288	United Services Automobile Association 9800 Fredricksburg Road San Antonio, Texas 78288

EXHIBIT C

**Third-Party Transferees
Identified in Maryland Petitions Filed by Access Funding
For Transfer of Structured Settlement Payment Rights***

- | | |
|--|---|
| 1. Archie Beckett and Dani Beckett,
JTWROS
4600 SW Kelly Ave.
Portland, OR 97239 | 9. Revocable Trust of Dennis J.
Connolly c/o Security Title Agency
3636 N. Central Ave., Suite 140
Phoenix, AZ 85012 |
| 2. Beckett, JTWROS
Nulli Secundas, SWBS-100159,
LLC
PO Box 13245
Spokane Valley, WA 99213 | 10. Linda A. Davis Revocable Trust
UA/Dated 2/16/1996
4385 E. Quail Brush Rd.
Cave Creek, AZ 85331 |
| 3. E. Ann Blackmar
4600 SW Kelly Ave.
Portland, OR 97239 | 11. Dennis Deiasi and Ann Marie Deiasi,
Joint Tenants with Rights of
Survivorship
4600 SW Kelly Ave.
Portland, OR 97239 |
| 4. Donald Bolduc
12 Garden Way
Augusta, ME 04330 | 12. Ida Dickey c/o Security Title Agency
3636 North Central Ave., Suite 140
Phoenix, AZ 85012 |
| 5. John Bolles and Marsha Bolles, Joint
Tenants with Rights of Survivorship
5989 Buena Vista Court
Boca Raton, FL 33433 | 13. Ida Dickey and Paul Dickey c/o
Security Title Agency LLC
3636 North Central Ave., Suite 140
Phoenix, AZ 85012 |
| 6. Jose C. Caro and Angelina R. Caro
Revocable Trust
51 Providence Rd.
Morton, PA 19070 | 14. Paul G. Dickey
8491 S. Long Bar Ranch Pl.
Vail, AZ 85641 |
| 7. Huguang Chang
630 Foothill Blvd.
Oakland, CA 94606 | 15. Roy and Sandra Dillow, JTWROS,
and Juliet Heun c/o Security Title
Agency
3636 North Central Ave., Suite 140
Phoenix, AZ 85012 |
| 8. Colonia Funding
PO Box 62938
Baltimore, MD 21264 | 16. Stephen Mark Dodd
2089 Monroe St.
North Bend, OR 97459 |

* The third-party transferees are listed here in alphabetical order. While the majority of third-party transferees participated in one court-authorized transaction, two of the entities—Habitus Funding and HUB Business Trust—were identified as the third-party transferee in 32 transactions and 37 transactions, respectively. Several others participated in multiple transactions.

17. Dorothea P. Douds
7817 Stow Rd.
Hudson, OH 44236
18. Equity Trust Company, Custodian,
FBO Charles L. Herdershott IRA
1 Equity Way
Westlake, OH 44145
19. Kerry Erendson and Linda S.
Erendson, JTWROS
3516 S.W. Macon Rd.
Port St. Lucie, FL 34953
20. Evolve Assignments, Ltd. c/o Bank
of Utah Corporate Trust Services
200 E South Temple, Suite 210
Salt Lake City, UT 84111
21. William E. Fitzpatrick, Sr. and
Susanne Fitzpatrick JTWROS
200 Shore Rd.
Linwood, NJ 08221
22. Douglas W. Forde and Kathleen C.
Forde, Forde Living Trust c/o
Security Title Agency
3636 North Central Ave., Suite 140
Phoenix, AZ 85012
23. Habitus Funding
PO Box 62954
Baltimore, MD 21264
24. Jianhong Gu and Yufang Gu,
JTWROS
4120 Mangrove Dr.
Carrollton, TX 75007
25. Duncan S. Harvey and Gabriella N.
Harvey, JTWROS
5318 Kathleen Rd.
Scottsdale, AZ 85254
26. Juliet D. Heun
10021 Vista Spring Way
Louisville, KY 40291
27. Hitzemann Revocable Living Trust
c/o Security Title Agency
3636 N. Central Ave., Suite 140
Phoenix, AZ 85012
28. HUB Business Trust
PO Box 13542
Oklahoma City, OK 73113
29. INF Settlement Trust c/o Integrity
Servicing Co, LLC UTI TTEE
PO Box 12275
Naples, FL 34101
30. IRA Services Trust Company
FBO Dimitri Merine Roth IRA
PO Box 7080
San Carlos, CA 94070
31. IRA Services Trust Company
FBO Linda A. Rowe IRA
1160 Industrial Rd., Suite 1
San Carlos, CA 94070
32. JG Wentworth Originations, LLC
PO Box 83364
Woburn, MA 01813
33. Kent & Johnson, LLP Profit Sharing
and Employee Savings Benefit Plan
and Trust, FBO Christopher H. Kent
4600 SW Kelly Ave.
Portland, OR 97239
34. George Letts and Mary Letts,
JTWROS
4215 E. La Paloma Dr.
Tucson, AZ 85718

- | | |
|--|--|
| <p>35. Jason Lo and Marsha Lo, Trustees of the Lo Family Revocable Trust
Dated January 29, 2014
4600 SW Kelly Ave.
Portland, OR 97239</p> <p>36. Jerome I. Marcus
1908 Meadow Lane
Wyomissing, PA 19610</p> <p>37. Ann E. Mason
113 Laurel Hill Drive
South Burlington, VT 05403</p> <p>38. Michael McReynolds
18384 Lake Bend Drive
Jupiter, FL 33458</p> <p>39. Paula Monderer
4600 SW Kelly Ave
Portland, OR 97239</p> <p>40. Northwestern Assignments, LLC
4000 Kruse Way Place, Suite 1-230
Lake Oswego, OR 97035</p> <p>41. Nulli Secundas, SWBS-100161, LLC
3019 N. Argonne Rd.
Spokane Valley, WA 99212</p> <p>42. Nulli Secundas, SWBS-100216, LLC
PO Box 13245
Spokane Valley, WA 99213</p> <p>43. Peachtree Settlement Funding, LLC
PO Box 83364
Woburn, MA 01813</p> <p>44. Sandra Petkewicz Revocable Trust
16117 Penny Lane
Homer Glen, Illinois 60491</p> | <p>45. Brandon E. Phillips c/o Wilken & Guttenplan
1200 Tices Ln.
East Brunswick, NJ 08816</p> <p>46. Provident Trust Group, LLC
FBO Carol A. Boatright IRA
PO Box 4330
Ontario, CA 91761</p> <p>47. Provident Trust Group, LLC
FBO Jill R. Brown IRA
PO Box 4330
Ontario, CA 91761</p> <p>48. Provident Trust Group, LLC
FBO David G. Coultas IRA
PO Box 4330
Ontario, CA 91761</p> <p>49. Provident Trust Group, LLC
FBO Dean J. Dochnahl Roth IRA
PO Box 4330
Ontario, CA 91761</p> <p>50. Provident Trust Group, LLC
FBO Leelamma Mathew IRA
PO Box 4330
Ontario, CA 91761</p> <p>51. Provident Trust Group, LLC
FBO Pamela Mignuolo
PO Box 4330
Ontario, CA 91761</p> <p>52. Provident Trust Group, LLC
FBO Donnavall Mitchell IRA c/o Security Title Agency
3636 N. Central Ave., Suite 140
Phoenix, AZ 85012</p> <p>53. Provident Trust Group, LLC
FBO Robert P. Patton IRA
PO Box 4330
Ontario, CA 91761</p> |
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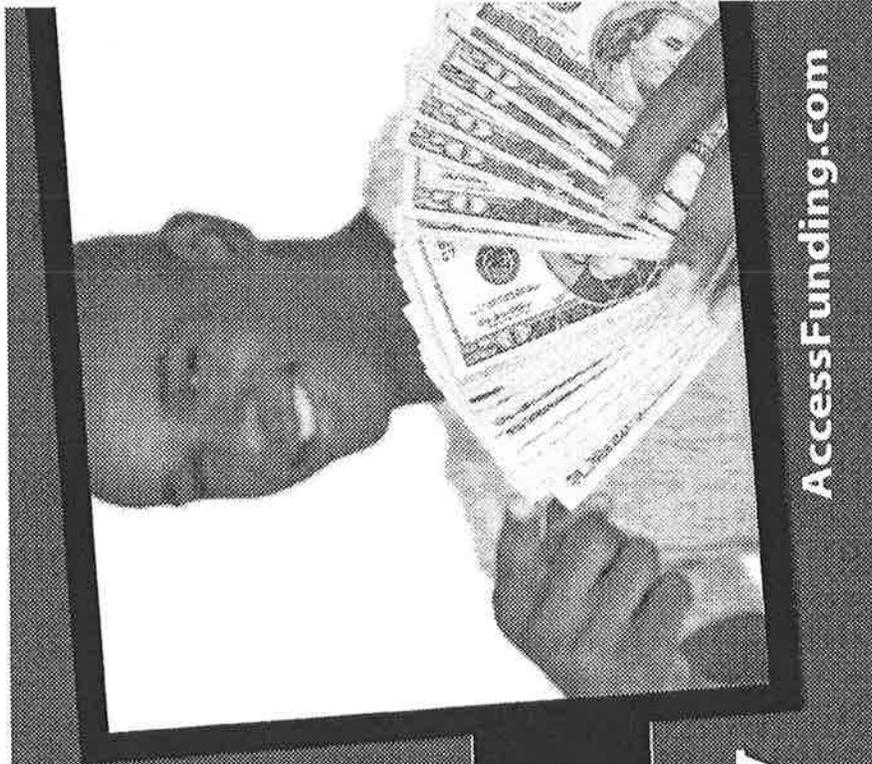
54. Provident Trust Group, LLC
FBO Donald Shank IRA
PO Box 4330
Ontario, CA 91761
55. Phillip J. Reda and Janet E. Reda,
JTWROS
459 Sunset Drive
Camano Island, WA 98282
56. Donald F. Reeder and Barbara A.
Lutz, JTWROS
600 Hoes Lane, W.
Piscataway, NJ 00854
57. Murriel J. Reisdesele
13527 Wildwood Lane
Huntley, Illinois 60142
58. Structured Originations, LLC
PO Box 83364
Woburn, MA 01813
59. Pieran Sun and Shuqian Liu,
JTWROS
2204 Guilford Ln.
Lexington, KY 40513
60. Arnold Steiner
2539 Egret Lake Dr.
West Palm Beach, FL 33413
61. WMS Chestnut Fund, LLC
PO Box 5519
Towson, MD 21285
62. WMS Chestnut Fund, LLC c/o
Security Title Agency
3636 N. Central Ave., Suite 140
Phoenix, AZ 85012
63. Huiyi Yang and Hui Wang,
JTWROS
2108 Silverway Lane
Carrollton, TX 75010
64. Sherry Zhang
1001 Metz Ave.
State College, PA 16801
65. Yiyun Zhou and Wu Guan,
JTWROS
925 Saunders Rd.
Riverwoods, IL 60015
66. Yiyun Zhou and Wu Guan,
JTWROS / Michael Borkowski
7105 Ridgewood Ave.
Chevy Chase, MD 20815

EXHIBIT D

**Receiving a
LEAD PAINT
Settlement?**

Call 855-922-PAYS

GET CASH NOW



AccessFunding.com



**Get Cash for Your
LEAD PAINT
Settlement**

Call 855-355-LEAD

AccessFunding.com

EXHIBIT E



Please review your design and email changes where applicable, the **proof agreement** is included below, simply email with final approval.

Front

6900 Wisconsin Avenue, Suite 700
Chevy Chase, MD 20815-6103

October 7, 2013

John Doe
123 Main Street
Anywhere, USA 12345

John Doe:

We're extending this check to inform you that as a lead paint victim, **YOU HAVE THE RIGHT TO RECEIVE A LUMP SUM OF CASH NOW** in exchange for a portion of your settlement payments.

- Benefits of Selling Your Settlement Payments to Access Funding:
- > Cash at Signing - Sign Today and Get Cash Advance Today
 - > Best Rate Guarantee - More Money in Your Pocket
 - > Fastest Processing - Get Full Lump Sum In As Little As 30 Days

Call 1-800-573-0027 now and get CASH TODAY for your lead paint settlement payments.

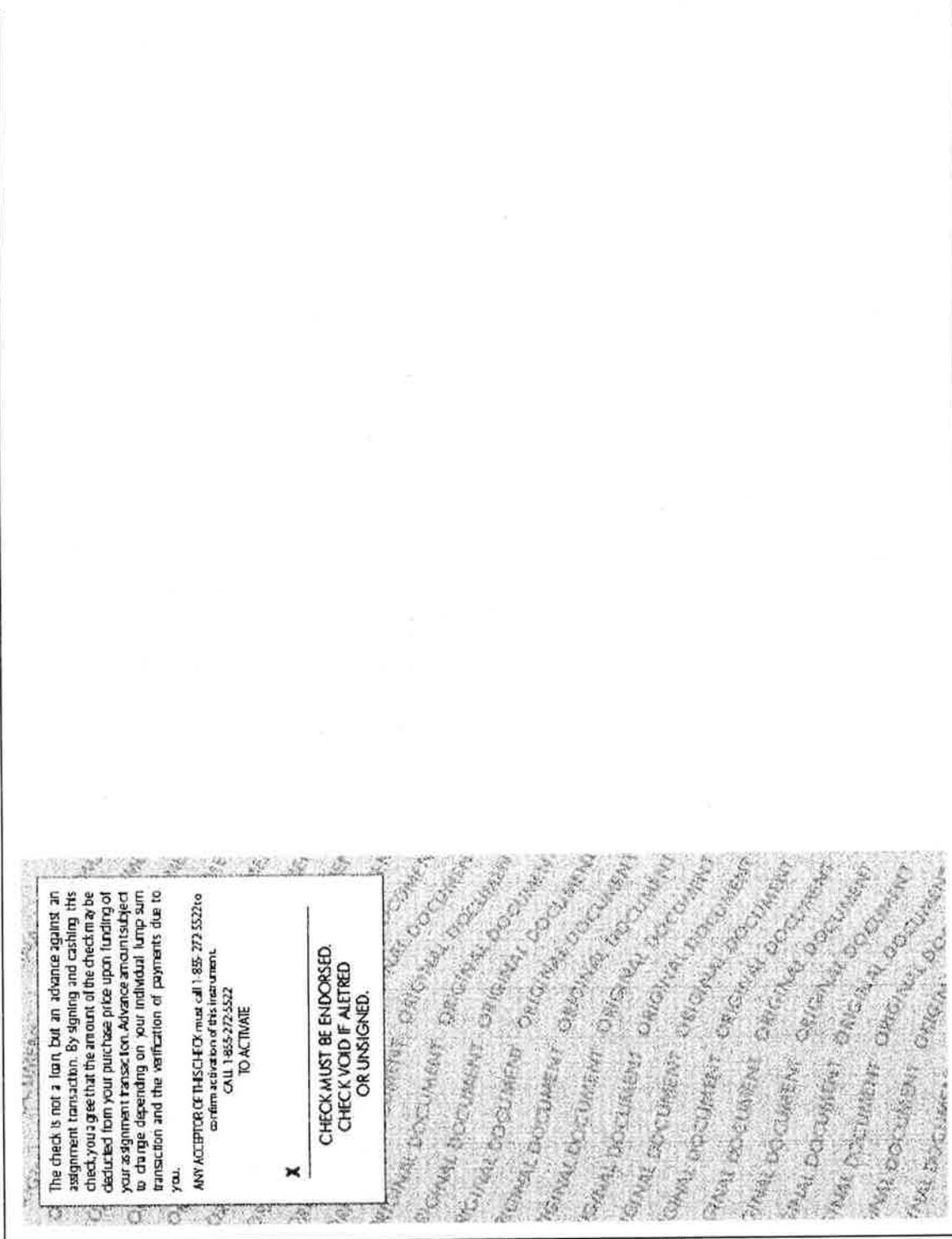
Sincerely,



Mark Gutierrez
National Director
1-855-272-5522

ACCESS FUNDING	YOU MUST CALL 1-800-573-0027 TO HAVE THIS CHECK ACTIVATED.	Check No. 7442585
	NOT VALID AFTER November 15th, 2013. THIS IS AN ADVANCE, NOT A LOAN.	
	This is a REAL check. By cashing this check you are entering into an agreement. See back for details.	October 7, 2013
Pay to the order of:	John Doe	\$ 1,159.46
One thousand one hundred fifty nine dollars and 46/100		DOLLARS 
Bank of America		
John Doe 4931 Sauquoit Ln. Annandale, VA 22003-5100		Authorized Signature  MP
⑈000999⑈ ⑆025001633⑆ 446018514252⑈		

Back



Proof Agreement

Approval **MUST** be in written form, please return email approval to appropriate sender.

Mark a return email **"okay to print"** with the job name in the subject line.

The web image located above supersedes all other written and/or verbal instructions. Please compare it to your original art or

disc files and instructions for accuracy and clearly mark for all corrections.

You must understand that there are of wide differences in monitor calibration and the different technologies used, therefore we cannot guarantee the printed colors will perfectly match the colors on a your specific monitor. However, we will do our very best to make sure your job looks great and the colors will be true.

Your written email approval indicates your approval for the graphic design of the above job and it represents your final approval of what will be printed in accordance with your specifications & printing trade customs. We are not responsible for errors except such as are marked for correction on the proof.

Please return clearly marked if sending changes via fax.

EXHIBIT F

From: Charles Smith <charles.e.smith78@gmail.com>
Sent: Tuesday, January 13, 2015 3:17 PM
To: Scott Stutts
Subject: Re: FW: Simms-Foster Docs

just called, finished.

On Tue, Jan 13, 2015 at 3:15 PM, Scott Stutts <SStutts@accessfunding.com> wrote:

Fuckin christ these people

Scott Stutts

Senior Account Executive



6900 Wisconsin Avenue Suite 700

Chevy Chase, MD 20815

www.accessfunding.com

Toll free 1 855- 411- DEAL

p [240.752.8217](tel:240.752.8217) f [301-686-8445](tel:301-686-8445)

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From: Charles Smith [mailto:charles.e.smith78@gmail.com]
Sent: Tuesday, January 13, 2015 3:14 PM

To: Scott Stutts
Subject: Re: FW: Simms-Foster Docs

no, not yet.

On Tue, Jan 13, 2015 at 3:13 PM, Scott Stutts <SStutts@accessfunding.com> wrote:

Did Todman call you?

Scott Stutts

Senior Account Executive



6900 Wisconsin Avenue Suite 700

Chevy Chase, MD 20815

www.accessfunding.com

Toll free 1 855- 411- DEAL

p [240.752.8217](tel:240.752.8217) f [301-686-8445](tel:301-686-8445)

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From: Charles Smith [mailto:charles.e.smith78@gmail.com]
Sent: Tuesday, January 13, 2015 3:12 PM

To: Scott Stutts
Subject: Re: FW: Simms-Foster Docs

Hit my quota calling these two, don't want to seem like i'm badgering them.

On Tue, Jan 13, 2015 at 12:31 PM, Scott Stutts <SStutts@accessfunding.com> wrote:

Okay I am going to have her call you.

Also Call Rolanda Edmondsdon (docs attached) Redacted

And Lydell Todman (docs attached) Redacted. Todman is a large deal so please handle with care.

Scott Stutts

Senior Account Executive



6900 Wisconsin Avenue Suite 700

Chevy Chase, MD 20815

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Toll free 1 855- 411- DEAL

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From: Charles Smith [mailto:charles.e.smith78@gmail.com]
Sent: Monday, January 12, 2015 4:08 PM
To: Scott Stutts
Subject: Re: FW: Simms-Foster Docs

Scott:

Called her twice, nothing.

On Mon, Jan 12, 2015 at 10:24 AM, Scott Stutts <SStutts@accessfunding.com> wrote:

Sincerely sorry to hear about your loss. When you get a chance I need an IPA for this client. Contact number is Redacted
Redacted

Scott Stutts

Senior Account Executive



6900 Wisconsin Avenue Suite 700

Chevy Chase, MD 20815

www.accessfunding.com

Toll free 1 855- 411- DEAL

p [240.752.8217](tel:240.752.8217) f [301-686-8445](tel:301-686-8445)

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From: Marc Rollins [<mailto:rollinmobilenotary@gmail.com>]
Sent: Monday, January 12, 2015 8:36 AM
To: Scott Stutts
Subject: Simms-Foster Docs

See attached. As always thank you for the business!

Thank you,

Marc V. Rollins
Owner-Rollins Mobile Notary, LLC.
[443.627.3387](tel:443.627.3387) Business Mobile
[443.773.4937](tel:443.773.4937) Business Fax

The highest compliment that I can receive is a referral. If you know of anyone who could be of use of my services, please forward my information. Thank you in advance.

EXHIBIT G



CHARLES E. SMITH, MD

15732 CRABBS BRANCH WAY
DERWOOD, MD 20855

T:(301) 880-0936
F:(301) 880-7324
CESlawgroup@gmail.com

November 18, 2013

RE: Sale of Structured Settlement Payments from Ms. Marquita Brinkley to Access Funding, LLC

To Whom It May Concern:

Please be advised that I spoke with Ms. Marquita Brinkley on November 18, 2013. I reviewed on her behalf the proposed transaction between Ms. Brinkley and Access Funding, LLC. I explained to her the financial, legal, and tax implications of this transaction. Ms. Brinkley indicated that she understood every aspect of the transaction and the implications of said transaction.

I am not affiliated nor compensated by the transferee of this transfer and my compensation is not affected by whether a transfer occurs.

If you require any further information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles E. Smith", is written over a light-colored background.

Charles E. Smith, Esq.

CES/ces

