

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE: Case No.: 24-55507-PMB
LAVIE CARE CENTERS, LLC, et. Chapter 11
al.,
Cases Jointly Administered
Debtor.

_____ /

**RECOVERY CORP.’S COMBINED
(A) RESPONSE IN OPPOSITION TO DEBTORS’
MOTION TO STRIKE, (B) RESPONSE IN OPPOSITION
TO DEBTORS’ CROSS-MOTION TO COMPEL, AND (C) REPLY TO
DEBTOR’S RESPONSE TO RECOVERY CORP.’S COMPEL MOTION**

Pursuant to Federal Rule of Civil Procedure 37(a)(1), Federal Rules of Bankruptcy Procedure 7037 and 9014, Bankruptcy Local Rule 7037-1, and other applicable law, Healthcare Negligence Settlement Recovery Corp. (“Recovery Corp.”), hereby responds or replies as appropriate to the “Debtors’ (A) Motion To Strike, (B) Cross-Motion To Compel, And (C) Opposition To Recovery Corp.’s Motion To Compel Discovery Responses” [Doc. 464] (the “Combined Motion”), filed on September 27, 2024, jointly by the 282 chapter 11 debtors (collectively,



the “Debtors”) whose reorganizations are jointly administered and pending before this Court (collectively, the “Reorganizations”) under the lead debtor, parent entity of the remaining Debtors, LaVie Care Centers, LLC (the “Parent Debtor”).

I. FACTUAL BACKGROUND

1. Recovery Corp. is a Florida corporation that holds one hundred (100) claims originally asserted by as many Florida-based claimants (collectively, the “Florida Claimants”). The Florida Claimants’ claims originally arose from nursing home negligence at a series of SNFs formerly owned and/or operated by fifty of the Debtors (collectively, the “Florida DivestCo Debtors”)¹. All the

¹ 1010 Carpenters Way Operations LLC, 1120 West Donegan Avenue Operations LLC, 11565 Harts Road Operations LLC, 195 Mattie M. Kelly Boulevard Operations, LLC, 12170 Cortez Boulevard Operations LLC, 1465 Oakfield Drive Operations LLC, 15204 West Colonial Drive Operations LLC, 1550 Jess Parrish Court Operations LLC, 1615 Miami Road Operations LLC, 1851 Elkcam Boulevard Operations LLC, 216 Santa Barbara Boulevard Operations LLC, 2333 North Brentwood Circle Operations LLC, 2826 Cleveland A venue Operations LLC, 3001 Palm Coast Parkway Operations LLC, 3101 Ginger Drive Operations LLC, 3735 Evans Avenue Operations LLC, 3920 Rosewood Way Operations, LLC, 4200 Washington Street Operations LLC, 4641 Old Canoe Creek Road Operations LLC, 518 West Fletcher A venue Operations LLC, 5405 Babcock Street Operations LLC, 6305 Cortez Road West Operations LLC, 6414 13th Road South Operations LLC, 6700 NW 10th Place Operations LLC, 702 South Kings Avenue Operations LLC, 710 North Sun Drive Operations LLC, 741 South Beneva Road Operations LLC, 777 Ninth Street North Operations LLC, 7950 Lake Underhill Road Operations LLC, 9311 South Orange Blossom Trail Operations LLC, 9355 San Jose Boulevard Operations LLC, Baya Nursing and Rehabilitation, LLC, Brandon Facility Operations, LLC, Consulate Facility Leasing, LLC, Epsilon Health Care Properties, LLC, Floridian Facility Operations, LLC, Jacksonville Facility Operations, LLC, Josera, LLC, Kissimmee Facility Operations, LLC, Lidenskab, LLC, LV CHC Holdings I, LLC, Melbourne Facility Operations, LLC, Miami Facility Operations, LLC, New Port Richey Facility Operations, LLC, North Fort Myers Facility Operations, LLC, Orange Park Facility Operations, LLC, Port Charlotte Facility Operations, LLC, Tallahassee Facility Operations, LLC, Tosturi, LLC, and West Altamonte Facility Operations, LLC.

Florida DivestCo Debtors and their corresponding SNFs have historically operated under the name “Consulate.”

2. After their claims arose, each of the Florida Claimants retained one of seventeen (17) law firms (collectively, the “Claimant Firms”) specializing in the representation of nursing home negligence victims with claims arising under Florida Statutes §§ 400.022, 400.023 (“The Residents’ Rights Act”) and other applicable law. The Claimant Firms commenced lawsuits against corresponding Florida DivestCo Debtors; however, they each ultimately negotiated separate settlement agreements with the corresponding Florida DivestCo Debtors (the “Settlement Documents”). In the lawsuits and settlement negotiations, all Florida DivestCo Debtors were represented by Dan Dias, Esquire and the law firm of Dias & Associates (together, the “Dias Defendants”). While the Dias Defendants were negotiating settlement amounts and payment terms with the various Claimant Firms, they were also working with the Parent Debtor, the ultimate parent of the Parent Debtor, FC Investors XXI, LLC (the “Ultimate Parent”), Synergy², and two (2) of its affiliates³ to “divest” the Florida DivestCo Debtors of their assets and operations (unbeknownst to the various Claimant Firms).

² Together, Pourlessoins, LLC, d/b/a Synergy Healthcare Services, and Zomleben, LLC d/b/a Synergy Healthcare Solutions.

³ NSPRMC, LLC, d/b/a NSPIRE Healthcare (“NSPIRE”) and Aspire Healthcare, LLC (“Aspire”), are both believed to be affiliates of the Ultimate Parent.

3. Although the Claimant Firms and the Dias Defendants negotiated scores of separate Settlement Documents for all the Florida Claimants with all the Florida DivestCo Debtors, they all utilized the same basic settlement agreement and release form. All settlements were predicated upon payments made over time and avoided risk of the entry of a judgment against any of the Debtors. The Florida DivestCo Debtors agreed to the negotiated liquidated amounts of every settlement with every injured or killed nursing home resident that now makes up the Recovery Corp. group. The Dias Defendants affirmatively represented to the Claimant Firms that if they were to agree to sums that were lower than the amount truly owed, and spaced payments over time, then the SNFs in question would be able to fund settlements as a line-item expense going forward rather than seek chapter 11 protection. This was part of a very deliberate pattern of misrepresentation, that included categorical insistence that no judgment be entered against any of the Consulate Entities.

4. The Florida DivestCo Debtors predictably defaulted under each of their Settlement Documents. It is no coincidence that the Florida DivestCo Debtors are no-asset empty shells: The Florida DivestCo Debtors divested their business operations precisely because they were being sued in connection with avoidable transfers and tortious misrepresentations. This was not clearly

understood when the Claimant Firms originally coalesced to figure out “what’s going on with Consulate?”

5. During early 2024, the Claimant Firms retained the undersigned on behalf of the Florida Claimants to collect on the Settlement Documents that the Florida DivestCo Debtors had breached by failing to make the agreed payments. The decision to form Recovery Corp. reflected a practical response to a seemingly synchronized set of transfers of the Florida DivestCo Debtors’ SNFs to corresponding new operators.

6. Recovery Corp. was formed to proportionately represent the Florida Claimants and enforce their Settlement Documents on their behalf. Accordingly, the Florida Claimants’ executed a set of “Assignment of Claim and Corporate Proxy” (the “Assignment Documents”) the assigned the Settlement Documents to Recovery Corp., copies of which are attached hereto as Composite Exhibit “A”. The beneficial owners of Recovery Corp. are the Florida Claimants, and their ownership interests are coterminous with the amount of their claims as reached in their corresponding Settlement Documents.

7. Recovery Corp. was formed for the benefit of the Florida Claimants, and not to purchase or otherwise diminish their rights under the Settlement Documents. In forming Recovery Corp. and assigning the settlement agreements to it, the Florida Claimants did not alienate their right to receive the full amount

due under their respective Settlement Documents, nor did Recovery Corp. pay any sums to the Florida Claimants in exchange for the assignment of the right to enforce the Settlement Documents.

8. With the information available, the Claimant Firms authorized and directed counsel for Recovery Corp. to initiate the Miami Action⁴ to recover against the Florida DivestCo Debtors and against Synergy, NSPIRE, Aspire, the Dias Defendants, and others (collectively, the “Miami Defendants”).

II. PROCEDURAL HISTORY

A. Initiation of the Reorganizations and the Proofs of Claim

9. On June 2 and 3, 2024, the Debtors commenced the Reorganizations and filed a series of requests for relief. Early in these Reorganizations, a bar date of August 30, 2024 (the “Bar Date”) was set, and an esoteric rubric was proposed and then implemented for filing proofs of claim.

10. Following initiation of these Reorganizations, the undersigned counsel was authorized to file a single proof of claim on behalf of Recovery Corp. in the “lead case” of the Debtors, and to then file specific proofs of claim for each of the Florida Claimants in the respective Reorganizations corresponding to their claims as part of a “belt-and-suspenders” approach to ward off any attack on

⁴ Styled Healthcare Negligence Settlement Recovery Corp. v. 5405 Babcock Street Operations, LLC, et al., Case No. 2024-007342-CA pending before the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

Recovery Corp.’s standing tied to the proposition that personal injury claims are not generally assignable in Florida. The claims that were assigned are breach of contract/settlement claims under the Settlement Documents and related claims in connection with why they have not been honored. To be sure, Recovery Corp. and its constituent Florida Claimants have no intent of obtaining a double recovery in these Reorganizations, and the prophylactic measure of filing for both the entity and the individuals was explained to counsel for the Debtors.

B. The Recovery Corp. Discovery and Compel Motion

11. On August 6, 2024, Recovery Corp. the Florida DivestCo Debtors with “Recovery Corp.’s First Set of Interrogatories to the Florida DivestCo Debtors Pertaining to Motion to Convert Florida DivestCo Reorganizations to Chapter 7 Liquidations” (the “Interrogatories”), “Recovery Corp.’s Request for Production to Florida DivestCo Debtors Pertaining to Motion to Convert Florida DivestCo Reorganizations to Chapter 7 Liquidations” (the “Production Request”), and “Recovery Corp.’s Requests to Florida DivestCo Debtors for Admission Pertaining to Motion to Convert Florida DivestCo Reorganizations To Chapter 7 Liquidations” (the “Admission Requests”), all of which are referred to herein as the “Recovery Corp. Discovery Requests”. Accordingly, responses to the Subject Discovery Requests were due on or before September 5, 2024 (the “Response Deadline”).

12. The Florida DivestCo Debtors failed to serve their responses to the Interrogatories and Production Request (together, the “Subject Discovery Requests”) on or before the Response Deadline.

13. On September 6, 2024, Recovery Corp. filed “Recovery Corp.’s Motion to Compel Discovery Responses” [Doc. 405] (the “Compel Motion”) seeking to (a) compel responses to the Production Request and Interrogatories, and (b) deem any objections to the Subject Discovery Requests to have been waived.

14. Also on September 6, 2024, but after the Compel Motion was filed, the Florida DivestCo Debtors served their responses (the “Subject Discovery Responses”). The Subject Discovery Responses are replete with objections.

15. On September 13, 2024, Recovery Corp. filed “Recovery Corp.’s Supplement to Motion to Compel Discovery Responses” (the “Compel Supplement”) to address the belated service of the responses to the Interrogatories and Production Request.

C. The Standing Canard And Related Discovery

16. On September 10, 2024, the Debtors served the “Debtors’ First Set of Requests for Production of Documents to Healthcare Negligence Settlement Recovery Corp.”, “Debtors’ First Set of Interrogatories to Healthcare Negligence Settlement Recovery Corp.”, and “Debtors’ First Set of Requests for Admission to

Healthcare Negligence Settlement Recovery Corp.”, and on September 13, 2024, served the “Debtors’ Second Set of Request for Production of Documents to Healthcare Negligence Settlement Recovery Corp.”, and the “Debtors’ Second Set of Interrogatories to Healthcare Negligence Settlement Recovery Corp.” (collectively, the “Standing Discovery”). The deadlines for Recovery Corp. to respond to the Standing Discovery are October 10 and 14, 2024, respectively (the “Standing Discovery Deadlines”). All of the Standing Discovery is intended to discover the extent to which Recovery Corp. attempted to comply with Florida Statutes § 626.99296, which governs certain transfers of structured settlement payment rights.

17. Ten days after the Bar Date, the Debtors conveyed their misguided theory that Florida Statutes § 626.99296 applies to the Florida Claimant’s agreements to assign their Settlement Documents to Recovery Corp. Because there was no transfer of the beneficial interest in the amounts due under the Settlement Documents, the statute does not apply.

18. On September 15, 2024, the Debtors transmitted a letter (the “Standing Letter”) to Recovery Corp. setting forth the Debtors’ position that Recovery Corp. lacks standing because the assignments of the settlement agreements were not approved by the Courts presiding over the litigations brought by the Florida Claimants, a copy of which is attached hereto as Exhibit “B”.

19. On September 19, 2024, Recovery Corp. transmitted a letter in response to the Standing Letter informing the Debtors that Florida Statutes § 626.99296 does not apply to the transactions between the Florida Claimants and Recovery Corp., and that because there was no pending contested matter that challenged Recovery Corp.'s standing, the Standing Discovery was improper, a copy of which is attached hereto as Exhibit "C."

III. RESPONSE TO THE DEBTORS' MOTION TO STRIKE

20. The Debtors' challenge to Recovery Corp.'s standing to enforce the Settlement Documents on behalf of the Florida Claimants misses the mark because Florida Statutes §626.99296 is inapplicable to the Florida Claimants' assignments to Recovery Corp. It is clear from examining the provisions of the statute it is only meant to apply where a party to an agreement to receive structured settlement payments exchanges that right to receive a lump sum payment. That is not the type of transaction memorialized by the Assignment Documents.

21. That Recovery Corp. was not required to comply with Florida Statutes § 626.99296 is apparent from review of the statute's various provisions. For instance, the purpose of Florida Statutes § 626.99296 as set forth therein is as follows:

PURPOSE.—The purpose of this section is to protect recipients of structured settlements who are involved in the process of transferring

structured settlement payment rights.

Florida Statutes § 626.99296(1). The Florida Claimants have not transferred their right to payment. To the extent of a recovery of any amounts from the Florida DivestCo Debtors on the Settlement Documents, the payments will be filtered through Recovery Corp. to the Florida Claimants. The Florida Claimants have assigned the right to enforce the Settlement Documents to Recovery Corp. but have not alienated their right to receive the payments made by the Debtors towards satisfying the obligations under the Settlement Documents. Florida Statutes § 626.99296 was enacted to ensure that individuals that transfer their structured settlement payment rights in exchange for a lump sum payment are getting a fair deal, as explained in Novation Capital:

During the 1990's, specialized financing companies, known as factoring companies, "began persuading structured settlement recipients ... to trade future payments for present cash," but they often exploited the payees. Id. at 19-20. Thus, many states enacted structured settlement protection acts (SSPAs) that require advanced court approval of the sale and transfer of settlement payment rights. Id. at 20. Most SSPAs require the transferee to make disclosures to the payee regarding the future payments' values, and the court must find that the transfer is in the best interests of the payee and his or her dependents. Id. In 2001, Florida enacted its own SSPA to safeguard payees' rights. § 626.99296, Fla. Stat. (2001).

Talcott Resolution Life Ins. Co. v. Novation Capital LLC, 261 So. 3d 580, 582 (Fla. 4th DCA 2018) (quoting Daniel W. Hindert & Craig H. Ulman, Transfers of Structured Settlement Payment Rights, 44 No. 2 JUDGES' J. 19, 19 (2005)).

Recovery Corp. did not make a lump sum payment to the Florida Claimants in exchange for receiving the assignment of the Settlement Documents, nor any payment of any kind. Therefore, there was nothing for the Courts presiding over the Florida Claimants' litigations to examine to determine whether the Florida Claimants were being exploited.

22. The definitions within Florida Statutes §626.99296 confirm that it has no application to Recovery Corp.'s standing to enforce the Settlement Documents. The definition of "Payee" is inconsistent with the Florida Claimants' position vis-à-vis Recovery Corp.:

(j) "Payee" means an individual who is receiving tax-free damage payments under a structured settlement and proposes to make a transfer of payment rights under the structured settlement.

Florida Statutes §626.99296(2)(j). The Florida Claimants do not fit the definition of a "payee" because they have not transferred away their payment rights. Recovery Corp. is a mere conduit for the payments and will not retain the same once received.

23. The assignment of rights by the Florida Claimants to Recovery Corp. also does not qualify as a "transfer" governed by the statute:

(r) "Transfer" means a sale, assignment, pledge, hypothecation, or other form of alienation or encumbrance made by a payee for consideration.

Florida Statutes §626.99296(2)(r). The transaction between the Florida Claimants

and Recovery Corp. is not a “transfer” because the Florida Claimants have not alienated their right to payment from the Florida DivestCo Debtors. Recovery Corp. itself is made up of the Florida Claimants. Further, the Florida Claimants did not receive any monetary consideration in exchange for assigning the Settlement Documents to Recovery Corp.

24. The fact that Florida Statutes § 626.99296 does not apply to the transaction between the Florida Claimants and Recovery Corp. can also be gleaned from the findings that are required under the statute to obtain court approval of an applicable transfer. Subsection (3)(a)(2) requires that the transferee provide the payee with a notice that specifies, inter alia, (i) the “gross amount payable to the payee in exchange for the payments”, the (ii) “net amount payable to the payee after deducting all commissions, fees, costs, expenses, and charges” and (iii) the “effective annual interest rate, which must be disclosed in the following statement: ‘Based on the net amount that you will receive from us and the amounts and timing of the structured settlement payments that you are turning over to us, you will, in effect, be paying interest to us at a rate of percent per year’”; none of which applies here because no amount was paid by Recovery Corp. to the Florida Claimants and they are not exchanging the payments due under the Settlement Documents for payment from Recovery Corp. Subsection (3)(a)(6), which provides that the court must determine that “the net amount

payable to the payee is fair, just, and reasonable under the circumstances then existing”, also confirms that Florida Statutes § 626.99296 does not apply to the rights conveyed under the Assignment Documents for the same reason.

25. None of the case law cited by the Debtors supports the proposition that Florida Statutes §626.99296 applies to the assignment of the Settlement Documents to Recovery Corp. as all involved circumstances where the payee exchanged the structured payment rights for a lump sum payment.

26. In Novation Capital, Novation purchased in 2006 the right to receive a scheduled lump sum payment of \$37,007.72 to be paid in 2028 for a lump sum payment to the payee of \$6,000. Talcott Resolution Life Ins. Co. v. Novation Capital LLC, 261 So. 3d 580, 582 (Fla. 4th DCA 2018). In First Providian, the payee attempted to assign the periodic annuity payments he was receiving in exchange for a lump sum.⁵ First Providian, LLC v. Evans, 852 So.2d 908 (2003). R & Q Reinsurance and Harrod are sparse on facts regarding the transaction between the payee and the transferee. However, no argument was made in either case that Florida Statutes §626.99296 was inapplicable because the transferee did not purchase the right to receive the periodic payments. R & Q Reinsurance Co. v. Rapid Settlements, Ltd., 06-14329-CIV-MOORE, 2007 WL 2330899, at *1 (S.D. Fla. Aug. 13, 2007); Fid. & Guar. Life Ins. Co. v. Harrod, CIVA CCB-05CV-

⁵ There was no discussion within the case of the specific amounts involved.

02732, 2007 WL 2781932, at *1 (D. Md. Mar. 6, 2007).

27. In sum, the Debtors have not cited any authority that supports the proposition that Florida Statutes §626.99296 applies to the assignment of the Settlement Documents to Recovery Corp., where the Florida Claimants neither received any payment nor alienated their right to payment under the Settlement Documents.

28. Because the assignment of the Settlement Documents does not constitute a “transfer” under Florida Statutes §626.99296, Recovery Corp. was not required to seek Court approval of the same. With their ill-conceived Motion to Strike, the Debtors seek to invalidate the claims of the Florida Claimants, whose claims are predicated upon nursing home negligence, including starvation, sepsis, falls due to improper restraints or supervision, preventable pressure sores and bedsores all the way to the bone, malnutrition, dehydration, infections leading to sepsis and organ failure, and death. And the Debtors seek to invalidate the Florida Claimants’ claims not based upon the same not being valid, but on a perceived technicality, that in any event does not apply. The Motion to Strike is without merit, and must be denied.

IV. RESPONSE TO THE CROSS-MOTION TO COMPEL

29. As a threshold matter, the Cross-Motion to Compel is premature as it was filed in advance of the Standing Discovery Deadlines. Notwithstanding that

the Cross-Motion to Compel is not yet ripe, the relief sought is unnecessary. Predicated upon the filing of the Debtors' Motion to Strike, Recovery Corp. considers the issue of its standing to enforce the Settlement Documents to be properly before the Court, making the Standing Discovery relevant to a pending contested issue, and therefore, Recovery Corp. will timely respond to the same. Accordingly, the Cross-Motion to Compel should be denied. However, it is ironic that the Debtors have accused Recovery Corp. of failing to comply with this Court's procedures regarding discovery disputes, where the Debtors have failed to comply with the same procedures they identified in connection with the filing of the Cross-Motion to Compel. In advance of the filing of the Cross-Motion to Compel, the Debtors did not send a letter to the Court informing the Court of the dispute and scheduling a telephone conference, as the Debtors have claimed was required before Recovery Corp. filed the Compel Motion.

V. REPLY TO THE DEBTOR'S COMPEL RESPONSE

30. In reply to the Debtor's response to the Compel Motion, Recovery Corp. notes that contrary to the Debtors' position that there was no conferral with the Debtors prior to the filing of the Compel Motion, counsel for Recovery Corp. and the Debtors conferred on September 3, 2024, regarding the Debtors' responses to the Discovery Requests, as noted in the Compel Motion. With respect to the Debtors' claim that Recovery Corp. failed to comply with the

Court's procedures for discovery disputes, the Court's procedures provide that the "requirement of the telephonic conference prior to filing a motion to compel, however, does not apply to the complete failure to respond to discovery requests, and in such circumstances the telephonic conference requirement is inapplicable." The basis of the Compel Motion was the Debtors' failure to comply in timely responding to the Interrogatories and Production Requests. Therefore, the telephone conference was unnecessary. Confirmation is set for November 14, 2024. The Debtors should be precluded from proceeding to confirmation if they have not complied with discovery.

WHEREFORE, Recovery Corp. respectfully requests the order of this Court:

- a. denying the Strike Motion,
- b. denying the Cross-Motion to Compel;
- c. granting the Compel Motion; and
- d. granting any other further relief this Court deems just and proper.

DATED this 3rd day of October, 2024.

/s/ John A. Anthony
JOHN A. ANTHONY, ESQ.
(admitted pro hac vice)
Florida Bar Number: 0731013
janthony@anthonyandpartners.com
NICHOLAS LAFALCE, ESQ.
(admitted pro hac vice)
Florida Bar Number: 0119250

nlafalce@anthonyandpartners.com
ANTHONY & PARTNERS, LLC
100 S. Ashley Drive, Suite 1600
Tampa, Florida 33602
Telephone: 813/273-5616
Facsimile: 813/221-4113
Attorneys for Recovery Corp.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished on October 3, 2024, by electronic means to:

La Vie Care Centers, LLC
c/o Ankura Consulting Group, LLC
485 Lexington Avenue, 10th Floor
New York, New York 10017
Attn: M. Benjamin Jones
ben.jones@ankura.com
Debtor

Daniel M. Simon, Esquire
McDermott Will & Emery LLP
1180 Peachtree St. NE, Suite 3350
Atlanta, Georgia 30309
dmsimon@mwe.com
Counsel for Debtors

Nathan M. Bull, Esquire
McDermott Will & Emery LLP
333 SE 2nd Avenue, Suite 4500
Miami, Florida 33131
nbull@mwe.com
Counsel for Debtors

Landon W. Foody, Esquire
McDermott Will & Emery LLP
444 West Lake Street, Suite 4000
Chicago, Illinois 60606
lfoody@mwe.com
Counsel for Debtors

/s/ John A. Anthony _____
ATTORNEY

Composite Exhibit “A”

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Daniel Rousseau

3/25/2024

Signature: _____

Printed Name: Daniel Rousseau

Address: _____

E-mail Address: rtoolmandan@gmail.com

Telephone: _____

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: Timothy F. Sullivan

Address: 2000 Lexington Avenue, Ashland, KY 41101

E-mail Address: tim@sulliweb.org

Telephone: 606-571-9756

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Gerard Celestin

Printed Name: Gerard Celestin

Address: 191 N.W. 68th Terr Miami, FL 33150

E-mail Address: celestingina@gmail.com

Telephone: (305) 780-4645

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Mrs. Nancy Roark

Printed Name: Nancy Roark

Address: 5081 Coral Wood Drive Naples, Fl. 34119

E-mail Address: nancyroark@msn.com

Telephone: 239-465-8795(C) 239-963-8636(H)

Title (if applicable): Personal Representative of Estate of Mary Ashley

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Marie Cherisier

Printed Name: Marie Cherisier

Address: 128 N Decatur lane Decatur GA 30022

E-mail Address: Nanieany23@yahoo.com

Telephone: 786 306 2953

Title (if applicable): -

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: *Qiana Watson*

Printed Name: Qiana Watson

Address: 5434 sw 43rd terrace Ft.Lauderdale
FL 33314

E-mail Address: Qshwnwtsn@yahoo.com

Telephone: 954-534-1828

Title (if applicable): Personal Representative

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Shannon Castro

Printed Name: Shannon Castro

Address: 212 SE Scarlett Way

E-mail Address: Snappyfunstuff@gmail.com

Telephone: 386-915-8832

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC ("A&P") as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the "Consolidated Recovery Action"), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P's client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor's equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor's rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term "Assigned Claims" shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, *de facto* merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a *pro rata* reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a "pass-through entity" for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor's ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor's engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Quenta Donald

Printed Name: Quenta Donald

Address: 5555 Kellar Circle

E-mail Address: Quenta.donald@gmail.com

Telephone: 904-704-3843

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: Pamela Foster

Address: 4 Bickwick Lane, Palm Coast, Fla 32137

E-mail Address: Adeleke373@hotmail.com

Telephone: 301-318-2100

Title (if applicable): POA/Executor

Company (if applicable): N/A

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Donald Garrett

Printed Name: Donald Garrett

Address: 5751 NW 7th Ave Gai

E-mail Address: donaIdgarrett51@yahoo.com

Telephone: 352-226-4325

Title (if applicable): Mr

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC ("A&P") as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the "Consolidated Recovery Action"), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P's client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor's equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor's rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term "Assigned Claims" shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a "pass-through entity" for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor's ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor's engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Albert Gates
Printed Name: ALBERT GATES
Address: 2054 SECOND ST SUITE 151 CUYAHOGA FALLS, OHIO 44221
E-mail Address: ALGATES@PROPACK LLC.COM
Telephone: (330) 256-1777
Title (if applicable): SON OF SHIRLEY M GATES
Company (if applicable): —

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

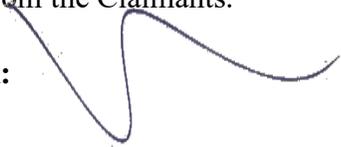
9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature:  _____

Printed Name: William A. Dean attorney in fact

Address: 3323 NE 163rd Street, Suite 605, North Miami Beach, FL 33160

E-mail Address: bill@forrdean.com

Telephone: 305-670-2000

Title (if applicable): Gibson, Benny

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: Mindy stoltz

Address: 167 Balsam Dr Orlando FL 32807

E-mail Address: Bellboo143@yahoo.com

Telephone: (407)725-0816

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:



Signature: _____

Printed Name: Tyler Eagleson

Address: 28, Felter Ln, Palm Coast FL 32137, United States

E-mail Address: eagleson2310@yahoo.com

Telephone: (386) 569-0655

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, *de facto* merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a *pro rata* reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Cheryl Waggoner

Printed Name: Cheryl Waggoner

Address: 4850 North Rd.

E-mail Address: sherwaggon@gmail.com

Telephone: 239-225-3609

Title (if applicable): N/A

Company (if applicable): N/A

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC ("A&P") as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the "Consolidated Recovery Action"), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P's client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor's equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor's rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term "Assigned Claims" shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a "pass-through entity" for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor's ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor's engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Johnnie Mae Jones Shields

Printed Name: Johnnie mae Jones Shields

Address: 1320 Gateway Hills park Dr Unit 507 Ames, IA 50014

E-mail Address: mechelle.foster03@gmail.com

Telephone: 773-712-1700

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: Angela Pinkney

Address: 6202 Royal Poinciana Lane

E-mail Address: angela.pinkney66@gmail.com

Telephone: 954 296-5726

Title (if applicable): Mac Knight

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").
2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.
3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.
4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.
5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: Billy Manuel

Address: 4330 Forest Lily Ln Manlius, NY 13104

E-mail Address: Billy.Manuel@gmail.com

Telephone: 678-428-3447

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: Lydia Martinez
Signature: _____

Printed Name: Lydia Martinez

Address: 7034 Fairfax Dr Port Richey Fl 34668

E-mail Address: lydiammartinez@hotmail.com

Telephone: 7275054777

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Alberta Walls

Printed Name: Alberta Walls

Address: 1012 SE 6th Ave, Gainesville, FL 32601

E-mail Address: traylorw@gmail.com

Telephone: 352-301-2755

Title (if applicable): Mrs.

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Shannon Castro

Printed Name: Shannon Castro

Address: 212 SE Scarlett Wy

E-mail Address: Snappyfunstuff@gmail.com

Telephone: 386-915-8832

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: 
Signature: _____

Printed Name: Julienne Joseph

Address: 1190 NW 131st Miami FL 33168

E-mail Address: JulienneJoseph@NetZero.com

Telephone: 786-657-6057

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Joshua R Nielsen

Printed Name: Joshua R. Nielsen

Address: 2837 Sun Lake Loop Apt. 213 Lake Mary, FL 32746

E-mail Address: luckysmma125@gmail.com

Telephone: 352-918-6871

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:
Signature: Avram S. Oegar
Printed Name: AVRAM S. OEGAR
Address: 5230 NE 6 AVE
E-mail Address: AVRAMOEGAR@GMAIL.COM
Telephone: 954-903-8751
Title (if applicable): _____
Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Gonzalo Padron

Printed Name: Gonzalo padron

Address: 998 west 64 place Hialeah Florida 33012

E-mail Address: Gonzyp@hotmail.com

Telephone: 786-568-3833

Title (if applicable): Marina padron VS the floridean nursing and rehabilitation center

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Karel Bennett

Printed Name: KAREL BENNETT

Address: 2033 Derbywood Drive, Brandon, FL 33510

E-mail Address: KARELSBENNETT@GMAIL.COM

Telephone: (813) 417-4710 ; (813) 681-9100

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Elizenda M. Pina

Printed Name: ELIZENDA M. PINA

Address: 2126 N Park Rd, Hollywood, FL 33021

E-mail Address: ellieTorres516@yahoo.com

Telephone: 786-262-8046

Title (if applicable): —

Company (if applicable): —

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: *Laura Reyes*
Signature: _____

Printed Name: Laura I Reyes

Address: 535 Brittany L

E-mail Address: kids4kidsclub@yahoo.com

Telephone: 7174210949

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Maria C. Herrera

Printed Name: Maria C. Herrera

Address: 1325 NE 140 ST. NM, FL. 33161

E-mail Address: mcarolinah69@aol.com

Telephone: 786-469-7759

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

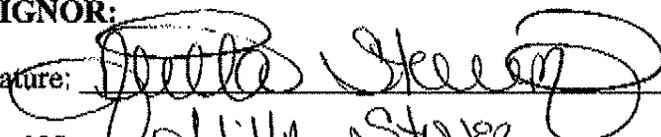
9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: Hilla Stover

Address: 712 EDWARDS ST Jax Fla 32204

E-mail Address: o128stover@gmail.com

Telephone: 407-627-2598

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

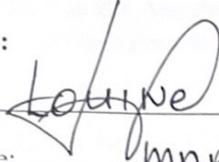
9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: MARIE CHANTOLE LOUINE

Address: 7763 COLONY LAKE DR BOYNTON BEACH FL 33436

E-mail Address: CHANTALLOUINE1980@gmail.com

Telephone: 561-344-0074

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Linda M. Tillman

Printed Name: Linda M. Tillman

Address: 9537 Weldon Circle, Apt 401, Tamarac, FL 33321

E-mail Address: Writer54sailor@gmail.com

Telephone: 954-574-7304

Title (if applicable): Writer/Property Mgr.

Company (if applicable): Self-employed

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Rodney C. Vargas

Printed Name: Rodney C. Vargas

Address: 2510 Wiley Court, Hollywood, FL 33020

E-mail Address: tmf2287@gmail.com

Telephone: 305-345-5145

Title (if applicable): Personal Representative of Gerardo Vargas

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: Mindy stoltz

Address: 167 Balsam Dr Orlando FL 32807

E-mail Address: Bellboo143@yahoo.com

Telephone: (407)725-0816

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: Jennie Zayas

Address: 424 W. Oakdale Ave Apt 305 Chicago IL 60657

E-mail Address: Jennieszayas@gmail.com

Telephone: 773-603-3169

Title (if applicable): _____

Company (if applicable): _____

Howard M. Hughes, Esquire
Admitted in Florida and Michigan

Cameron Barnard, Esquire
Admitted in Florida
(401) 338-8126 Cell
cbarnard@handmlaw.net

500 Maplewood Dr, Suite 5 Jupiter, Florida 33458
1412 East Robinson Street Orlando, Florida 32802
5355 Town Center Road, Suite 801 Boca Raton, Florida 33486
201 SW Port St Lucie Blvd, Suite 7 Port St Lucie, Florida 34984
Web: www.handmlaw.net
Cam's Fax: (561) 898-2286

Please Reply To:
Jupiter Office

Theresa Freed, Paralegal
(772) 708-3962 Cell
tfreed@handmlaw.net

April 18, 2024

Sent Via Email

Thomas Graham

Re: Thomas Graham, as Personal Representative of the Estate of Madeline Graham
Case No.: 2020-CA-006454
(the "Healthcare Negligence Action")

Healthcare Negligence Settlement Recovery Corp. v. Consulate, et al.
Case No.: TBA
(the "Consolidated Recovery Action")

Dear Mr. Graham:

In connection with my law firm's representation of your interests as a claimant in the above-captioned Healthcare Negligence Action, I am writing to you to secure your consent and participation in a new stage of our work together.

When we first began our representation, it was apparent that the cause of the negligence giving rise to your claim was a healthcare conglomerate that has commonly operated under the name "Consulate," even though it has consisted of a large number of nursing home facilities operating at least 140 facilities in the State of Florida (the "Facilities"). You will recall that your claims were ultimately reduced to a settlement agreement, a copy of which I have enclosed for your easy reference (Enclosure "A"). Under the settlement agreement, Consulate agreed to make settlement payments over time in an amount that Consulate agreed was due and owing to you based upon the claims my law firm asserted on your behalf.

Unfortunately, the community of lawyers who represent healthcare negligence claimants such as yourself have learned that Consulate is no longer in a position to make payments as required to a large universe of claimants such as yourself (collectively, the "Claimants"), pursuant to a set of settlement agreements substantially similar to your own (collectively, the "Settlement Agreements"). The apparent cause of difficulty seems to be that ownership of the Facilities, and the profits generated from the same, has been transferred to new entities without proper assurances regarding sums due and owing to Claimants such as yourself. And this requires research, analysis, and decisions. To give you a sense of what Consulate is up to, I am enclosing a newspaper article that relates to Consulate's apparent corporate shell game (Enclosure "B").

Exhibits A, B, and C Page 111 of 300

When bad news like this arrives, there can be many responses. One response is to close the file, cut your losses, and write off the recovery. Another response is to single-handedly pursue Consulate and whatever people or entities seem to have caused it to default on payments to Claimants. Following research and analysis into the cause of Consulate's defaults, which we do not expect to be cured absent a new stage of litigation, we are recommending a third approach to the problem: I am recommending that you join my firm and approximately 200 other similarly situated Claimants with unfunded Settlement Agreements in forming the Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp.") in order to pursue Consulate and those responsible for this situation. Under the concept we have recommended, a group of law firms including my own (collectively, the "Plaintiffs Firms") are joining forces with our respective Claimants, to form the Recovery Corp. to recover assets that we presently believe were improperly transferred at the expense of the Claimants.

We have agreed to retain John A. Anthony and the law firm of Anthony & Partners, LLC ("A&P") to bring claims on behalf of Recovery Corp. as against Consulate, its transferees, and its management. Under Florida law, when valuable assets of a business entity such as Consulate are transferred to a third party without reasonably equivalent value, or under other suspicious circumstances, existing creditors such as yourself who are impacted by the transfer have certain remedies. Moreover, when the management of an insolvent business entity deliberately makes decisions that will cause existing creditors to go unpaid, management opens itself up to a variety of related claims. The claims that are contemplated fall within the realm of expertise of A&P, so all of the Plaintiffs Firms have met with and selected A&P to pursue the next stage on behalf of all Claimants by commencing the above-referenced Consolidated Recovery Action.

When all the Claimants come together with the Plaintiffs Firms leading the charge, there are multiple benefits for all involved, three of which are as follows.

- a. First, efficiencies of scale enable the Claimants to speak through one consolidated business entity, the Recovery Corp., and its counsel, A&P to bring the recovery action on behalf of all involved. This can save considerable time and money, as opposed to scores of Claimants going it alone.
- b. Second, bringing all the Plaintiffs Firms together on a single platform enables the free flow of information for the benefit of the entire team, giving us greater intelligence as to what Consulate has been up to. We learned this during our introductory meeting with A&P on March 19, that followed numerous telephone calls and e-mails amongst our community.
- c. Third, when a single firm such as A&P, speaking on behalf of all the Plaintiffs Firms and all of the Claimants, interfaces with Consulate, there is strength in numbers. Rather than allowing Consulate and its lawyers to play the Claimants off one another, the goal is to face Consulate and the other liable parties in a unified manner so that a better collective recovery can be achieved.

I am enclosing a copy of the engagement letter that my law firm and the other Plaintiffs Firms have executed with A&P so that A&P can bring claims on behalf of the Recovery Corp. (Enclosure "C"). Of course, John Anthony of A&P will be lead counsel for the Consolidated Recovery Action, but the Plaintiffs Firms will direct his activities through a Board that will then report back to the Claimants represented by each such Plaintiffs Firm. The cost of retaining A&P

Exhibit A - Bond C Page 112 of 707
will be spread amongst all Claimants proportionately, with funds being advanced proportionately by the Plaintiffs Firms for A&P to pursue these claims. While this is an additional expense that will reduce your ultimate recovery, the only other alternatives as noted above are abandoning the claim or going it alone. Neither of those alternatives are attractive, when it appears that Consulate has orchestrated a shell game to cheat you and my firm out of payments, we are clearly due.

The final enclosure to this correspondence is a "Assignment of Claim and Corporate Proxy" (the "Claimant Assignment") (Enclosure "D"), intended to transfer all your rights under your settlement agreement to the Recovery Corp. so that it will be able to pursue all the Claimants claims, including your own, in one courtroom and in a single lawsuit, the Consolidated Recovery Action. Under the Claimant Assignment, all Claimants are assigning all their claims to the Recovery Corp. so that aggregate claims in the amount of several million dollars will all participate equally in the recoveries that are anticipated. The complaint for initiating the Consolidated Recovery Action is in the process of being drafted now, so I ask that you promptly execute the Claimant Assignment and deliver it to me by e-mail as soon as possible so that you can be included in this process.

I want to note in closing how important it is to keep these communications confidential. All the communications between the Plaintiffs Firms and A&P, or any combination of the same, are highly privileged and confidential under multiple theories. Just as others have an obligation to you to maintain confidentiality regarding the current plans to sue Consulate and the other parties responsible for this misfortune, you have an obligation to maintain confidentiality as well. Soon enough, the Consolidated Recovery Action will be pending, and everyone will know what they need to know.

Let's work together through this process, and do not hesitate to contact me as required to address any questions, comments, or requests you may have. Time is of the essence so please respond rapidly. Thanks.

Sincerely,

Cameron Barnard

Cameron Barnard, Esq.

/tmf
Enclosures

Enclosure “A”

GENERAL RELEASE

BE IT KNOWN that I, **THOMAS GRAHAM**, as **Personal Representative of the Estate of MADELINE GRAHAM**, Releasor, for and in consideration of the sum of **ONE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 CENTS (\$150,000.00)** or other valuable considerations, *to be made payable as follows: \$30,000.00 payable March 21, 2025, \$30,000.00 payable April 18, 2025, \$30,000.00 payable May 23, 2025, \$30,000.00 payable June 20, 2025 and the remaining \$30,000.00 payable July 18, 2025*, do, for myself, and my respective heirs, representatives, executors, administrators and assigns, hereby fully release and forever discharge **JACKSONVILLE FACILITY OPERATIONS, LLC d/b/a CONSULATE HEALTH CARE OF JACKSONVILLE**, hereinafter "Releasees", from any and all manner of actions, claims for relief and damages, suits, debts, obligations, judgments, and demands whatsoever, in law or in equity, whether known or unknown, direct or indirect, not existing, which Releasor ever had, now has, or which any personal representative, successor, heir or assign of said Releasor, hereafter can, shall or may have against said Releasee, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents, including, without limitation, all claims or actions arising out or related in any way to the subject matter of: **THOMAS GRAHAM, as Personal Representative of the Estate of MADELINE GRAHAM v. JACKSONVILLE FACILITY OPERATIONS, LLC d/b/a CONSULATE HEALTH CARE OF JACKSONVILLE**, filed in the **FOURTH JUDICIAL CIRCUIT, IN AND FOR DUVAL COUNTY, STATE OF FLORIDA, CIRCUIT COURT CASE NUMBER CACE-20-006454** including any and all claims for attorneys fees and costs.

It is understood and agreed that this release shall also apply to the Releasees past, present and future employees, managers, operators and parents (direct and indirect), affiliates, subsidiaries, shareholders, members, officers and directors, predecessors and successors in interest and assigns, and all other persons, firms, corporations, or companies with whom any of the former have been, are now or may hereafter be affiliated, any language in this release to the contrary notwithstanding.

The Releasor hereby agrees to indemnify and hold harmless the Releasee from any and all claims and/or liens and/or subrogated interests herein for which these funds are intended to cover.

Releasor warrants and expressly agrees to satisfy any and all existing encumbrances or liens, including but not limited to governmental or third party payor sources such as Medicare, Medicaid or Social Security liens which are in existence, and agree to satisfy any encumbrances or liens which may hereinafter be filed, levied, asserted, or placed upon any proceeds identified with this Release.

Releasor acknowledges and understands that information concerning Releasor, the settlement, and other circumstances are subject to the mandatory reporting requirements of Section 111 of the Medicare, Medicaid & SCHIP Extension Act of 2007 (MMSEA). Releasor agrees that this General Release is final and binding, no matter what act, position, assertion,

GENERAL RELEASE

Estate of Madeline Graham v. CHC of Jacksonville

Page 2 of 3

recovery effort, or enforcement action may be made against Releasor or the settlement.

In consideration of the payment of Ten Dollars and 00/100 (\$10.00) which sum is included in the total amount of the settlement as stated above in this document and is not in addition to it, Releasor and Releasee agree that the terms of this agreement are absolutely confidential and shall not be disclosed to anyone else, including any publisher, representative of the media, journal and/or periodical in the absence of a court order, except as may be necessary to effectuate its terms. This agreement is intended to be binding on the Plaintiff/Releasor and his/her agents and representatives. Any disclosure in violation of this section shall be deemed a material breach of this agreement.

It is further understood and agreed that this release does not, and is not intended to, release or discharge any claim or potential claim against any other person or entity not identified herein, including, but not limited to, any claim or any potential claim against any other nursing home, any surgeon or doctor, or their professional association, nurses, or independent contractors, any therapy company or pharmaceutical company, consultants, or any hospital except those specifically provided herein.

It is further understood and agreed that this settlement is the compromise of disputed claims and that the payment made is not to be construed as an admission of liability on the part of any Releasees, all of whom expressly deny any liability for this action.

It is further understood and agreed that no promise or agreement not herein expressed has been made to Releasor and that this Release contains the entire agreement between the parties to it and that the terms of this Release are contractual and not a mere recital.

Further, the Releasor waives and agrees to hold harmless, Releasee from any and all claims that may exist on behalf of all natural and/or adopted children of **MADELINE GRAHAM**.

Releasor has had the benefit of counsel and of his/her own attorney; that Releasor fully understands the terms of this Release; and that Releasor is making full and final settlement of all claims of every nature and character against persons hereby released.



**THOMAS GRAHAM, as Personal
Representative of the Estate of
MADELINE GRAHAM**

[NOTARY PAGE TO FOLLOW]

GENERAL RELEASE
Estate of Madeline Graham v. CHC of Jacksonville
Page 3 of 3

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 27 day of September, 2022 by Thomas Graham, who is personally known to me or has produced FDI as identification and who did not (did) take an oath.

(S E A L)



Brittany Hacker
Notary Public, State of
(Signature of Notary taking
Acknowledgment)

Brittany Hacker
Name of Notary Typed,
Printed or Stamped

My Commission Expires:
9/8/26
Commission Number

THIS INSTRUMENT PREPARED BY:

ANTONIO CIFUENTES, ESQ.
Florida Bar No.: 043605
DIAS & ASSOCIATES, P.A.
5102 W. Laurel Street, Suite 700
Tampa, Florida 33607
Telephone: (813) 769-6280
Facsimile: (813) 769-6281
Attorneys for DEFENDANTS

Enclosure “B”

Consulate nursing homes are changing names. Are they changing ownership?

Florida's largest chain still seems to be tied to the homes that now carry new branding.



Exterior photo of Radiant Health Care of Brandon, formerly Consulate Health pictured on Wednesday, Jan. 19, 2022 in Brandon. [LUIS SANTANA | Times]

By

- **Hannah Critchfield** *Times staff*

Published Jan. 19, 2022|Updated Jan. 22, 2022

The largest nursing home chain in Florida is rebranding.

On its website, Consulate Health Care Services no longer lists any long-term care facilities in the state.

In the wake of a bankruptcy filing and a slew of bad press over the last few years, the privately held chain — the sixth-largest nursing home company in the nation — has quietly divided its Florida facilities into three separate companies. All three appear to still be affiliated with Consulate.

Neither Consulate or the new companies responded to multiple requests for comment. On calls made to Consulate's corporate headquarters to reach a spokesperson,

employees directed the *Tampa Bay Times* to a person who denied working for the company.

“Consulate broke into four different companies,” said a receptionist at Consulate Health Care’s office in Georgia. “Anything that’s outside of the state of Florida is still considered Consulate. Anything inside the state of Florida has been divvied up among Radiant, Independence and NSPIRE. But we are still the corporate office for any of those companies.”

Many of Consulate’s Florida nursing homes have begun to change their individual names as well, erasing any affiliation with the chain.

Such reorganization leaves consumers in the dark, critics say.

“If you Google Consulate, you’ve got 20 years of bad press,” said Bill Dean, a former Miami-Dade prosecutor who now specializes in suing nursing homes. “But no one is ever going to know that the new ‘Happy Nursing Home LLC’ is actually the same exact people as Consulate. It’s the same employees, the same leadership — but it’s now under a new, rebranded fancy name.”

With new company names and opaque relationships, he said, consumers searching for a nursing home in Florida may have a hard time knowing a facility’s prior history or current ownership.

A household name

Consulate was well known in Florida even before the pandemic struck. By 2018, the for-profit company controlled one out of every nine nursing homes in Florida, the *Naples Daily News* [reported](#), including 13 in Tampa Bay.

Its facilities have been no stranger to controversy.

In January 2018, the state Agency for Health Care Administration threatened to [revoke](#) 53 of Consulate’s 77 Florida nursing homes’ licenses over poor patient care and safety violations. The agency instead reached a [settlement](#) that put eight of Consulate’s homes on a [two-year improvement plan](#), including three in the Tampa Bay area.

The giant chain was one of five nursing home companies that were investigated by Congress over their handling of coronavirus in 2020.

The same year, the U.S. Court of Appeals upheld a \$256 million civil fraud judgment against Consulate, ruling that nursing homes currently owned by the company had defrauded taxpayers by inflating bills for residents’ treatments.

Entities operating under Consulate filed for bankruptcy in March 2021. The chain, which at the time owned 140 facilities across the country, said that it did not have the funds to pay the judgment.

“Many large skilled nursing organizations, including Consulate, have encountered increased financial stress as a direct result (of the pandemic),” wrote Paul Rundell, the company’s bankruptcy restructuring officer, in a September 2021 [court filing](#). “And the State of Florida, where many of Consulate’s skilled nursing facilities are located, is among the hardest hit.”

The Justice Department and the whistleblower filing the claim eventually [agreed to settle](#) for far less, leaving Consulate responsible for only \$4.5 million in light of the company declaring bankruptcy.

This bankruptcy filing, and the fanfare accompanying a high-profile federal lawsuit, may have contributed to the divvying up of Consulate Health Care’s nursing homes in Florida. But licensing documents and corporate filings suggest the new owners of these facilities are related to the company.

New companies

Using Florida’s Agency for Health Care Administration data, the *Tampa Bay Times* analyzed all of the state’s long-term care facilities with licenses linked to Consulate Health Care’s official website in 2021.

The *Times* found that out of 77 senior homes with active licenses, 76 were owned by limited liability companies that still listed a Consulate office in Georgia as their mailing address. This was true even for facilities that had recently changed names to remove “Consulate Health Care” from their titles.

Mailing addresses are considered an industry shorthand for determining a facility’s corporate ownership, according to Dean.

“When it has that address in Georgia, I know it’s a Consulate facility,” he said.

Seven of these facilities no longer appear to be listed on any company website; the rest have been divvied up.

Consulate Health Care facilities in Florida now are listed as being operated by one of three companies:

- **Raydiant Health Care Services**
 - [Raydiant Health Care Services’ website says](#) the company has led the way in rehabilitative care in Florida since “opening their doors to the Sunshine State in 2021.”

- The application to create the name “Raydiant Health Care” was submitted to the Florida Department of State’s Division of Corporations in September 2021 by Charlene G. Johnson, attorney and director of licensing and certification at Consulate Health Care. Johnson used her official Consulate company email address.
- Many Consulate nursing homes have been renamed using the Raydiant moniker. Consulate Health Care of Brandon, one of its Tampa Bay facilities, is now Raydiant Health Care of Brandon. The nursing home experienced an early, deadly coronavirus outbreak at the same time that Congress was [investigating](#) Consulate Health Care for its handling of the pandemic. Twenty-two of its residents had [died](#) of COVID-19 by the time the state [stopped publishing](#) nursing home data in June 2021.
- **Independence Living Centers**
 - Independence Living Centers’ website appears to [have launched](#) in early January.
 - The name “Independence Living Centers” was registered with the Division of Corporations in September 2021, the same month as Raydiant Health Care. John Silliter, a former Consulate employee, is the chief executive officer of Independence Living Centers, according to his voicemail. Silliter signed the registration form. The limited liability company that owns the name, Josera LLC, was created in July, with Johnson of Consulate again signing off as the authorized representative.
 - Its facilities were all previously advertised as Consulate-operated homes. Several have been renamed.
 - Locations include Tallahassee Living Center, formerly named Consulate Health Care of Tallahassee, which has a one-star rating on the federal database Care Compare. The facility is one of four Florida Consulate homes that are currently listed as candidates for the Centers for Medicare & Medicaid Services program for “special focus facilities,” a designation reserved only for nursing homes that face possible forced closure due to a history of serious quality of care problems.
 - Independence Living Centers is actively hiring for positions in Florida facilities, including 92 jobs in Tampa Bay. Its application portal redirects candidates to a page that says, “Consulate Health Care Job Listings.”
- **NSPIRE Healthcare**
 - NSPIRE Healthcare has operated five facilities in south Florida for several years. These appear not to be directly owned by Consulate. Its current website was created in early 2021. In April, it [advertised](#) its five nursing homes. But today, the company [lists](#) 27 facilities, 22 of which were previously marketed as Consulate-owned homes.
 - The *Times* called several area NSPIRE facilities in an attempt to reach a media contact for the company. A front desk staffer at NSPIRE Health Care Sarasota — formerly Consulate Health Care of Sarasota — said that these Consulate facilities had not been sold to a new company, but that Consulate had instead “rebranded.” Any of the Florida locations are under different names, she said — either Independence, Raydiant or NSPIRE.

- Like Independent Living Centers, the webpage that displays all open jobs at NSPIRE facilities is labeled, “Consulate Health Care Job Listings.”

‘Synergy Health Care Services’

A new business related to Consulate has recently emerged.

Calls to the number for the company office in Atlanta or for the in-state office in Maitland now redirect to an automated message that begins with, “Thank you for calling Synergy HCS.”

Synergy Health Care Services advertises itself as a consulting company to senior care operators, working “behind-the-scenes to deliver solutions that allow providers to focus on what they do best, patient and resident care.” The company’s LinkedIn page was created in 2021.

All of its current listed employees — 20 in total — began their positions in December 2021 after a long run working at Consulate.

Chris Bryson, former [chief executive officer](#) at Consulate Health Care, has the [same role](#) at Synergy.

Synergy is actively hiring. All the open positions are [based](#) at the longtime Consulate operations address in Maitland.

At first, though, it wasn’t clear if there was a website for Synergy.

“There’s been a recent reorganization within the company, and I just don’t believe the website has been switched over yet so that it’s up and running and operational,” said Sarah Catherine Whalen, corporate counsel at Synergy HCS and [former](#) attorney at Consulate Health Care, on a phone call in which the *Times* requested a communications person for Synergy.

She directed the *Times* to Jennifer Trapp, vice president of brand management for Synergy HCS and the former spokesperson for Consulate.

Trapp said that Synergy is a separate company that contracts with Consulate to provide “back-office” support.

“The buildings in Florida were acquired by other operating management companies,” she said. “The company that I work for, we contract with several different providers, including Consulate, who operates outside of the state of Florida.”

Trapp declined to name the company’s other clients, citing privacy reasons.

She said the *Times* would have to contact Consulate's press person for questions about its Florida facilities or company structure.

On a call back to the Consulate office in Atlanta to request contact information for a Consulate-specific spokesperson, the receptionist said the *Times* should contact Trapp. "We just split into four different companies and it's just kind of a little confusing," said the front desk receptionist. "So I thought Jen Trapp would still take care of that."

She said as far as she knew, she was still answering the phone for Consulate.

Enclosure “C”

ANTHONY & PARTNERS
ATTORNEYS AT LAW

813-273-5066

janthony@anthonyandpartners.com

100 SOUTH ASHLEY DRIVE
SUITE 1600

Please reply to: TAMPA, FL 33602
Main: 813.273.5616
FAX: 813.221.4113

March 27, 2024

VIA E-MAIL:
spayne@forthepeople.com

Spencer L. Payne, Esquire
Morgan & Morgan, P.A.
20 N. Orange Avenue, Suite 1600
Orlando, Florida 32801

VIA E-MAIL:
tnelson@terrystnelsonlaw.com

Terry S. Nelson, Esquire
Terry S. Nelson PA
2401 First Street, Suite 102
Fort Myers, Florida 33901

VIA E-MAIL:
damian@mallardperez.com
sara@mallardperez.com

Damian D. Mallard, Esquire
Sara B. Mallard, Esquire
Mallard Perez, PLLC
889 N. Washington Blvd.
Sarasota, Florida 34236

VIA E-MAIL:
kmckenna@dwkllaw.com

Kenneth J. McKenna, Esquire
Dellecker Wilson King
McKenna & Ruffier
719 Vassar Street
Orlando, Florida 32804

VIA E-MAIL:
jpaul@paulandperkins.com

Jason A. Paul, Esquire
Paul & Perkins, P.A.
711 N Orlando Avenue, Suite 202
Maitland, Florida 32751

VIA E-MAIL:
ncarter@yourinsuranceattorney.com

Nathaniel P. Carter, Esquire
Your Insurance Attorney, PLLC
2300 Maitland Center Pkwy, Suite 122
Maitland, Florida 32751

VIA E-MAIL:
mwright@thefloridafirm.com

Melvin B. Wright, Esquire
Colling Gilbert Wright, PLLC
801 N. Orange Avenue, Suite 830
Orlando, Florida 32801

VIA E-MAIL:
will@seniorjustice.com
michael@seniorjustice.com

William. J. Sarubbi II, Esquire
Michael Brevda, Esquire
Senior Justice Law Firm
7700 Congress Avenue, Suite 3216
Boca Raton, Florida 33487

VIA E-MAIL:
lindsey@pbglaw.com

Lindsey E. Gale, Esquire
Domnick Cunningham & Yaffa
2401 Pga Blvd., Suite 140
Palm Beach Gardens, Florida 33410

VIA E-MAIL:
sw@cokerlaw.com

Steve Watrel, Esquire
Coker Law Firm
136 East Bay Street
Jacksonville, Florida 32202

VIA E-MAIL:
jon@bhfloridalaw.com

Jon M. Herskowitz, Esquire
Baron & Herskowitz
9100 S Dadeland Blvd., Suite 1704
Miami, Florida 33156

VIA E-MAIL:
bill@forddean.com

William A. Dean, Esquire
Ford, Dean & Rotundo, P.A.
3323 NE 163rd St., Suite 605
N. Miami Beach, Florida 33160

VIA E-MAIL:
clancey@boundslawgroup.com
brent@boundslawgroup.com

J. Clancey Bounds, Esquire
J. Brent Smith, Esquire
Bounds Law Group
1751 N. Park Avenue
Maitland, Florida 32751

VIA E-MAIL:
Scott.Distasio@distasiofirm.com

Scott P. Distasio, Esquire
Distasio Law Firm, P.A.
1112 Channelside Drive, # 5
Tampa, Florida 33602

VIA E-MAIL:
bconnelly@connellylawoffice.com

Brian J. Connelly, Esquire
Law Office of Brian J Connelly, PLLC
1201 19th Place, Suite B200
Vero Beach, Florida 32960-0681

ANTHONY & PARTNERS

March 27, 2024
Page 2 of 10

**Re: Consulate Synergy Healthcare Services
1040 Crown Pointe Pkwy, Ste 600
Atlanta, GA 30338**

**Consulate and Synergy HES Legal
850 Concourse Pkwy S, Ste 250
Maitland, FL 32751**

**Nspire-Radiant-Independence Consulate HES
702 S Kings Ave
Brandon, FL 33511**

Dear Colleagues:

This letter (this “Engagement Contract”) follows up on a series of discussions that we have all shared, regarding a set of tort claims (collectively, the “Claims”), in which each of your law firms (collectively, the “Plaintiffs Firms”) serves as primary counsel for the underlying client claimants (collectively, the “Clients”). The Plaintiffs Firms are directing their attention to Consulate Healthcare and a labyrinth of affiliates, subsidiaries, transferees, and related entities (collectively, the “Consulate Targets”) for recovery at this time. All the Plaintiffs Firms have good cause to believe that the Consulate Targets are in the midst of a large-scale restructuring that operates as a fraudulent transfer or is otherwise assailable by and on behalf of some or all the Clients. Accordingly, this Engagement Contract is intended to memorialize the engagement by each of the Plaintiffs Firms of Anthony & Partners, LLC (“A&P”), to pursue the Consulate Targets on behalf of all the Clients in a single consolidated representation effort (this “Representation”). For purposes of this Engagement Contract, the Plaintiffs Firms and A&P are collectively referred to herein as the “Original Parties.”

A. Background

1. Each of the Plaintiffs Firms represents a specific group of Clients, all of whom have liquidated Claims against one or more of the Consulate Targets pertaining to nursing home negligence, malpractice, wrongful death, or related claims that have been reduced to settlement agreements, Court stipulations, or other comparable contracts (collectively, the “Settlement Agreements”). A&P has compiled a schedule of Claims (the “Claimant Schedule”), that identifies each of the Clients, each such Client’s corresponding Claim, the Plaintiffs Firm representing that Client, and the amount of money that remains unpaid to that Client on account of the corresponding Settlement Agreement. A copy of the Claimant Schedule is provided as Enclosure “A.”

2. Each of you, on behalf of your Plaintiffs Firm and the Clients represented, has conducted appropriate due diligence to verify that the information pertaining to your Clients is accurate. Separately, all the Plaintiffs Firms agree to be bound by the data set forth in the Claimant Schedule for purposes of allocation of recoveries from this Representation.

3. On a broad level, and as reflected in articles provided as Composite Enclosure “B,” a trend has evolved in the nursing home industry toward utilizing corporate shells and insolvency laws to place assets beyond the reach of nursing home negligence victims and their lawyers. Rather than raising the standard of care to the level required as a matter of law, some nursing home conglomerates have engaged in structuring activities that may be actionable in their own right. This trend manifests itself in particular with respect to the Consulate Targets, because this business organization has disproportionate claims and

ANTHONY & PARTNERS

March 27, 2024

Page 3 of 10

has recently begun defaulting on its payment obligations under the Settlement Agreements without explanation. There is good cause to deem all payments under all Settlement Agreements to be at risk, and the nature, extent, and lack of explanation for missed payments is a basis for concluding that broad defaults are imminent. Your communications with one another lead A&P to the conclusion that all Clients are experiencing anticipatory repudiation by their specific obligors.

4. The Representation is focused on efficiently pursuing the Consulate Targets to collect on all the Claims, with a goal of presenting a credible threat to disrupt fraudulent transfer activities, bankruptcy planning, and any other impediment to collection. We have a general understanding that the Consulate Targets have surreptitiously engaged in a strategy of corporate reorganization, without properly advising the Florida Agency for Health Care Administration (“ACHA”) and claimants as required pursuant to Florida Statute §400.024, relevant portions of which is provided as Enclosure “C.” The fact that there are so many claims against the Consulate Targets, both liquidated and tied up in ongoing unresolved litigation, presents great cause for scrutiny at this time.

5. Although not publicized by the Consulate Targets themselves, the public has not overlooked the machinations that seem to place claimants such as the Clients at risk of not collecting sums due under their Settlement Agreements. A copy of a relevant article is provided as Composite Enclosure “D.”

6. Based upon the information currently available, theories of recovery against transferee entities include but are not limited to fraudulent transfer, veil piercing, alter ego, successor liability, mere instrumentality, de facto merger, deceptive and unfair trade practices, and unjust enrichment. We generally understand that at least two (2) attorneys who have negotiated Settlement Agreements with you all have played an integral role in structuring a corporate shell game, not merely as counsel but as management and equity interest holders in the Consulate Targets. Under the circumstances, they may have liability under a civil conspiracy theory, or under a theory of aiding and abetting fraudulent transfers. Discovery will show the extent to which these theories are likely to make the Clients whole for the current and anticipated defaults under the Settlement Agreements.

7. As we all recognize, a large amount of civil litigation is resolved consensually, and the aggregate amount of the Claims not only produces economies of scale in terms of our work, but also presents opportunities for collective bargaining as against the Consulate Targets and whoever may be masterminding the current strategy. Although we have not yet decided as a team of colleagues as to the best vehicle for advancing common objectives efficiently, we can all agree that the Representation will have a unitary focus, and that A&P will have no role in evaluating the specific merits of any specific Claims, or opining on the relative hypothetical claims of Clients vis-à-vis one another. A&P will focus on the Consulate Targets, and the causes of action to be asserted against them.

8. Any effort to maintain a representation en masse of Clients carries with it the possibility of disagreement as to objectives, strategies, and in particular settlement terms. The Representation is commenced with the recognition that primary responsibility for harmonizing objectives of the Clients must be placed upon the Plaintiffs Firms. However, A&P will have a singular threshold objective of maintaining impartiality as between all Clients, and recommending paths that are broadly consistent with the legitimate rights and reasonable expectations of all Clients.

B. Acceptance of Representation and Option to Add Plaintiffs Firms and Clients

A&P will undertake the Representation to collect on behalf of all the Clients, pursuant to the

ANTHONY & PARTNERS

March 27, 2024

Page 4 of 10

following business terms:

1. **Plaintiffs Firms as Agents:** Each of you, on behalf of your corresponding Plaintiffs Firm, by signing below where indicated is obligating your firm to act as agent to communicate with and direct the affairs of A&P in connection with the Representation, and to report back as required to each of the Clients of your corresponding Plaintiffs Firm, such that A&P's professional responsibilities to obtain client authority, keep the client involved and informed, and otherwise maintain the client relationship will rest with yourselves. Although I would be pleased to speak periodically with Clients if requested, it would seem most appropriate for A&P to focus on the Consulate Targets and for you to maintain the relationships with the Clients.

2. **Pro-Rated Hourly Rates:** My hourly rate is \$570. A&P's associates, Cameryn R. Lackey, Esquire, and Julia G. Traina, Esquire, have hourly rates of \$205 and \$180, respectively. We anticipate minimal additional involvement from additional A&P lawyers and paralegals depending upon how the Representation proceeds. However, monthly invoices will be allocated proportionately to each of the Plaintiffs Firms based upon the aggregate amount of Claims as reflected in the Claim Schedules. The objective in all instances is that the litigation expense associated with the Representation will correlate exactly with each of the Plaintiffs Firms' acknowledged stake in the outcome. Moreover, as a final point on this topic, unless agreed unanimously by all the Original Parties, the pro rata fee responsibility under this Engagement Contract, and commensurate distribution of proceeds derived from the Consulate Targets, shall be a mathematical computation consistent with the Claim Schedules.

3. **Supplemental Clients Opting In:** Each of you has confirmed that the Consulate Targets have created a universe of disappointment in recent months, and it is highly likely that there are other claimants against the Consulate Targets who would be appropriate to add as clients (collectively, the "Supplemental Clients"). Similarly, your colleagues at other firms (collectively, the "Supplemental Plaintiffs Firms") may have objectives similar to your own in terms of maximizing economies of scale and utilizing collective bargaining to achieve an enhanced result. If unanimously agreed by all the Plaintiffs Firms, and not objectionable by A&P on any ethical grounds such as conflict, A&P agrees that the Representation will expand to include the Supplemental Clients, provided that the corresponding Supplemental Plaintiffs Firms shall accede to the provisions of this Engagement Contract, thus accepting pro rata responsibility for the expenses of the Representation, and conversely becoming entitled to commensurate recovery as of the date of opting in. Because the addition of Supplemental Clients and the Supplemental Plaintiffs Firms can be fraught with difficulty, the entitlement of each of the Plaintiffs Firms to effectively veto opting in must be respected. On the other hand, all the Original Parties recognize that it is optimal to increase efficiency and collective bargaining power to the extent that this could be accomplished without creating an actual conflict, and the Original Parties will exercise good faith in evaluating opportunities to opt in. Although implicit in all the foregoing, if any of the existing Plaintiffs Firms commences a representation for a client that fits within the parameters of the Representation, such a client may be deemed a Supplemental Client pursuant to the terms hereof, including without limitation unanimous consent amongst the Plaintiffs Firms, and assumption of responsibility for litigation expenses and commensurate entitlement to pro rata recoveries. The condition of unanimous consent to the addition of a Supplemental Client and Supplemental Plaintiffs Firm reflects a genuine concern that once the Client group is fixed, dilution of the ultimate recovery is likely to be a problem. So, A&P is doing everything in its power to cause the parties to coalesce rapidly so that the Consulate Targets can be pursued as soon as possible.

4. **Trust Account:** A&P maintains a client trust account maintained by A&P (the "Trust Account"), and The Rules Regulating The Florida Bar govern my personal responsibility to maintain the

ANTHONY & PARTNERS

March 27, 2024
Page 5 of 10

Trust Account as a fiduciary for A&P, the Plaintiffs Firms, and the Clients. For purposes of convenience and transparency, all recoveries for the benefit of any Clients will be received into the Trust Account. A&P assumes as a given that each of the Plaintiffs Firms possesses a lien and security interest in any recoveries on behalf of their corresponding Clients, to secure their own compensation and reimbursement. All liens and security interests of the Plaintiffs Firms will expressly attach to proceeds of recoveries held in the Trust Account. It is parenthetically noted that A&P's retention by each of the Plaintiffs Firms is deemed to be subject to a de facto "letter of protection" customary in the profession, for the benefit of A&P. With all the foregoing having been noted, there shall be no disbursements from the Trust Account except pursuant to express written authority, specifically authorized in disbursement authorizations that must be executed by each of you on behalf of the Plaintiffs Firms. Assuming that the Trust Account experiences activity, each of the Plaintiffs Firms shall be entitled to access financial documents to the extent reasonably necessary to reconcile their own accounts, and to verify that A&P and I are properly fulfilling all fiduciary responsibilities. In the event of unresolvable deadlock in authority to disburse, A&P will have the right to interplead.

5. **Common Interest/Work Product/Attorney-Client Privilege/Trade Secrets:** The Original Parties agree, for themselves and all their Clients, that the attorney-client privilege arising under Florida Statute §90.504, and other applicable law, shall apply to all communications from A&P to the Plaintiffs Firms, and all communications directly or indirectly to Clients. Additionally, the work product doctrine shall apply to all work product generated in the course of the Representation and shared with the Plaintiffs Firms as part of our collective efforts for the Clients. Similarly, the common interest doctrine shall govern all communications that we share, on behalf of the Clients, whose common interests are the basis for our coalescence. Finally, certain information and documentation shared during the Representation will likely fall within the definition of trade secrets as well, subject to an equally high level of confidentiality. For all these overlapping reasons, the Plaintiffs Firms will join A&P in exercising care in admonishing Clients to refrain from disclosures that could compromise the objectives of all involved.

6. **Settlement Authority:** Notwithstanding any other provision of this Engagement Contract, A&P lacks express or apparent authority to compromise or settle any of the Claims, absent express written, unanimous, authority from the Plaintiffs Firms. Any such written authority must be communicated by unanimous settlement agreement, letter, e-mail, or text, provided that the terms and conditions of compromise or settlement are sufficiently clear to produce an enforceable settlement contract under Florida law. This Engagement Contract, governed by Florida law, carries with it a duty of good faith and fair dealing, such that no Client or Plaintiffs Firm shall unreasonably withhold consent to a compelling compromise for the purpose of extracting a greater percentage recovery than provided proportionately by reference to the Claimant Schedule: Haggling over relative distributions between and among Clients is understood to run counter to the common interest of the Representation, and is verboten. A&P has an express obligation to communicate all firm offers to Plaintiffs Firms, to the extent that they involve any of the Claims.

7. **Savings Clause:** To the extent that any provision pertaining to compensation and reimbursement of the Firms is found to be unenforceable, then the Original Parties, as well as any Supplemental Client, will deem this Engagement Contract to be modified in the manner most favorable to the Firms that is enforceable.

C. Terms of Engagement

A&P customarily collects an advance retainer from clients with whom we have not previously enjoyed a relationship; however, the nature of the Representation is such that no retainer is requested at this

ANTHONY & PARTNERS

March 27, 2024
Page 6 of 10

time. If payment delinquencies exist in the future, A&P may request a retainer to remedy established delinquencies.

In addition to the obligation for fees, the Plaintiffs Firms will be required to reimburse A&P for all costs incurred in connection with this Representation. Chargeable costs include expenses or disbursements for the following: travel; lodging; document duplication; courier and messenger services; long distance telephone tolls; user fees for computer research; fees paid to experts, court reporters, and other third parties; filing, recording, certification, and registration fees; postage more than first-class rate for an ordinary letter; and other extraordinary costs necessitated by client demand. Certain expenses might be appropriate for the Plaintiffs Firms to contract directly. However, it presently appears that costs anticipated for this Representation will be minimal. I would note that there are instances in which a forensic accountant can be essential to establishing liability of targets under fraudulent transfer, veil piercing, de facto merger, mere continuation, and related theories that may be implicated in this Representation: We will cross that bridge when we get to it.

The value of A&P's services in this Representation will be determined by the amount of time required to perform them; however, not every hour of A&P's time is worth the same. Factors affecting the value of services include the following: the importance of the matter and the results obtained; the novelty and difficulty of the relevant legal issues; the expertise required by the matter; the likelihood that representation will preclude other employment; the fee customarily charged by similarly skilled lawyers rendering comparable services in the Tampa Bay area; the time constraints imposed by either you or attendant circumstances; and the nature and duration of our professional relationship. Legal issues and factual conclusions that may impact the length and complexity of this Representation have been discussed and are treated herein as well. Unless fees are disputed by you at some future date, A&P will not seek an enhancement under these principles. It may however, in its sole discretion, discount fees in recognition of one or more of the foregoing factors.

D. Billing and Collection Practices

A&P's compensable work on the Representation will commence as of March 20, 2024, and the efforts to get into position to accept the Representation have been a pleasure to pursue.

Consistent with standard billing practices in this industry, A&P will send each of you regular monthly statements for all services rendered and costs incurred during the preceding month, at the e-mail addresses set forth above. Accompanying each monthly statement will be a pro rata allocation for each of the Plaintiffs Firms, explaining how the obligation has been calculated. Monthly statements will generally be issued on or before the tenth (10th) day of the month. If an invoice is not received by that time, please e-mail me directly so that we can investigate the issue. At present, we project that the first invoice will be issued on or before April 10, 2024.

If any of the Plaintiffs Firms object to any portion of any invoice, it must be done so in writing, delivered to me, via telecopier, certified mail, FedEx, or some other medium other than the U.S. Mail, so that there will be proof of transmission and receipt. If I do not personally receive any written objections signed by any of you regarding a given invoice within ten (10) days from the date of issuance of the invoice, you agree that the balance of the invoice is acceptable for all purposes contemplated under this Engagement Letter. Although A&P is always pleased to respond to any questions, comments, and corrections regarding any invoice, no oral communications will vary the terms of an invoice for purposes of this Engagement Letter absent formal notification of an objection. Billing and collection issues must be dealt with as rapidly and as clearly as any other issue important to this Representation.

ANTHONY & PARTNERS

March 27, 2024
Page 7 of 10

The Representation may be terminated at the discretion of you for any good faith reason. Conversely, A&P shall have the right to terminate its own Representation if (a) there is a matter of legal ethics that precludes A&P or its respective lawyers from continuing, (b) you make any decision during this Representation that A&P finds to be indicative of bad judgment that might prejudice the result, or (c) payment issues arise. If a payment issue arises with any of the Plaintiffs Firms, any portion of any unpaid invoice will be reallocated to the remaining Plaintiffs Firms, without prejudice to their respective rights to seek contribution from the defaulting Plaintiffs Firm.

This Engagement Contract provides A&P with extensive rights and remedies in the event of non-payment or delinquent payment; however, A&P may elect to refrain from using some or even all its rights and remedies. No forbearance by A&P from asserting any such right or remedy shall be construed under any circumstances as a waiver of A&P's right to insist upon complete performance under this Engagement Contract at any future time. Each of the Plaintiffs Firms understands that A&P will continue to rely upon each aspect of this Engagement Contract in representing the Clients prospectively.

E. Conflict Waiver Issues

This section of this Engagement Contract is intended to facilitate compliance by all the lawyers involved in the Representation on behalf of any of the Original Parties, and any additional lawyers who become involved on behalf of the Supplemental Clients and the Supplemental Plaintiffs Firms, with the ethical requirements that we each have to all Clients and Supplemental Clients. The representation of more than one client in connection with a single action presents the potential for conflicts of interest to arise. Specific guidelines on point are as follows:

Rule 4-1.7, Rules of the Florida Bar:

- (a) Representing Adverse Interests. Except as provided in subdivision (b), a lawyer shall not represent a client if:
 - (1) The representation of 1 client will be directly adverse to another client; or
 - (2) There is a substantial risk that the representation of 1 or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.
- (b) Notwithstanding the existence of a conflict of interest under subdivision (a), a lawyer may represent a client if:
 - (1) The lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
 - (2) The representation is not prohibited by law;
 - (3) The representation does not involve the assertion of a position adverse to another client when the lawyer represents both clients in the same proceeding before a tribunal; and
 - (4) Each affected client gives informed consent, confirmed in writing or clearly stated on the record at a hearing.
- (c) Explanation to Clients. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of the common representation and the advantages and risks involved.

A&P has determined that it is appropriate to proceed with this Representation in light of the totality of the circumstances presented. First, the interests of the Clients appear to be virtually coterminous as they relate to the Representation. Second, it would seem that we can efficiently and promptly address the common

ANTHONY & PARTNERS

March 27, 2024
Page 8 of 10

goals identified by the Clients and any Supplemental Client at the same competitive rate that is provided in the ordinary course. Third, should a dispute arise among the Clients, this Engagement Contract provides that each of the Plaintiffs Firms and potentially the Supplemental Plaintiffs Firms can exercise specific attention to the needs of its specific Clients or Supplemental Clients. Please share your own perspectives with your corresponding Clients, and document your files appropriately so that A&P can rely upon each of you with respect to conflict waiver considerations.

F. This Engagement Contract is Intended to be Legally Binding

A&P has no direct representations of private individuals in consumer matters, and this portion of this Engagement Contract is intended to address any issues that the Clients could conceivably raise directly with A&P, recognizing that the Plaintiffs Firms are not simply co-counsel but are also agents. In these regards, the following specific terms and conditions shall govern:

1. **Amendment and Waiver in Writing:** No provision of this Engagement Contract can be amended or waived, except by a statement in writing signed by the party against which enforcement of the amendment or waiver is sought. None of the Original Parties or Clients shall be entitled to assert a claim or defense in response to an actual breach of the contractual provisions of this Engagement Contract predicated upon a course of dealing, an oral or constructive waiver of express rights created hereunder, or an assertion of laches, absent a clear and unequivocal writing signed by all the Original Parties.

2. **Entire Agreement:** This Engagement Contract constitutes all the agreements and understandings between the Original Parties hereto regarding the Representation. This Engagement Contract supersedes any and all prior agreements and understandings regarding the Representation. This Engagement Contract was drafted with the joint participation of the Original Parties hereto and shall be construed neither more strongly against nor in favor of any of them, but, rather, in accordance with the fair meaning thereof.

3. **Applicable Law:** As noted above, the validity, construction and enforcement of this Engagement Contract shall be determined according to the substantive laws of the State of Florida without regard to conflicts principles.

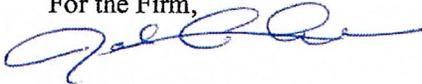
4. **Counterparts/Authority:** It is contemplated by the Original Parties that this Engagement Contract will be signed in counterparts and each shall constitute an original. Every individual participating in the Representation is executing this Engagement Contract in order to memorialize that each such participant is in accord with respect to the terms and conditions herein, and their recognition of their respective fiduciary responsibilities as counsel or as an officer, director, managing member, or other principal of a Party.

5. **No Jury Trial:** EACH OF THE ORIGINAL PARTIES AND CLIENTS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT THAT ANY OF THEM MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, ARISING OUT OF, UNDER, OR RELATED TO THIS ENGAGEMENT CONTRACT, ANY DOCUMENT REQUIRED OR CONTEMPLATED PURSUANT TO THE ENGAGEMENT CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OR OMISSIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE OTHER ORIGINAL PARTIES TO ENTER INTO THIS ENGAGEMENT CONTRACT.

ANTHONY & PARTNERS

March 27, 2024
Page 9 of 10

We appreciate the opportunity to work with each of you, advocate on behalf of the Clients, and maximize the recovery against the Consulate Targets as they attempt to evade the consequences of their own negligence, gross negligence, and/or related actionable misconduct. I pledge my very best efforts to earn the confidence that you have reposed in me and our team. I ask that you sign this Engagement Contract where indicated below, and return the same to me, so that we may be bound accordingly. I look forward to working with you.

For the Firm,

John A. Anthony

JAA
Enclosures

Accepted and Agreed to on this ___
day of March, 2024 by:

SPENCER L. PAYNE, ESQ.

[Executed Contract received]
Morgan & Morgan, P.A.

Accepted and Agreed to on this ___
day of March, 2024 by:

NATHANIEL P. CARTER, ESQ.

[Executed Contract received]
Your Insurance Attorney, PLLC

Accepted and Agreed to on this ___
day of March, 2024 by:

JON M. HERSKOWITZ, ESQ.

[Executed Contract received]
Baron & Herskowitz

Accepted and Agreed to on this ___
day of March, 2024 by:

DAMIAN D. MALLARD, ESQ.
SARA B. MALLARD, ESQ.

[Executed Contract received]
Mallard Perez, PLLC

Accepted and Agreed to on this ___
day of March, 2024 by:

WILLIAM. J. SARUBBI II, ESQ.
MICHAEL BREVDA, ESQ.

[Executed Contract received]
Senior Justice Law Firm

Accepted and Agreed to on this ___
day of March, 2024 by:

J. CLANCEY BOUNDS, ESQ.
J. BRENT SMITH, ESQ.

[Executed Contract received]
Bounds Law Group

Accepted and Agreed to on this ___
day of March, 2024 by:

KENNETH J. MCKENNA, ESQ.

Dellecker Wilson King

Accepted and Agreed to on this ___
day of March, 2024 by:

LINDSEY E. GALE, ESQ.

[Executed Contract received]
Domnick Cunningham & Yaffa

Accepted and Agreed to on this ___
day of March, 2024 by:

WILLIAM A. DEAN, ESQ.

[Executed Contract received]
Ford, Dean & Rotundo, P.A.

ANTHONY & PARTNERS

April 18, 2024
Page 10 of 10

Accepted and Agreed to on this ___
day of March, 2024 by:

KENNETH J. MCKENNA, ESQ.

[Executed Contract received]
Dellecker Wilson King

Accepted and Agreed to on this ___
day of March, 2024 by:

LINDSEY E. GALE, ESQ.

[Executed Contract received]
Domnick Cunningham & Yaffa

Accepted and Agreed to on this ___
day of March, 2024 by:

WILLIAM A. DEAN, ESQ.

[Executed Contract received]
Ford, Dean & Rotundo, P.A.

Accepted and Agreed to on this ___
day of March, 2024 by:

TERRY S. NELSON, ESQ.

[Executed Contract received]
Terry S. Nelson PA

Accepted and Agreed to on this ___
day of March, 2024 by:

MELVIN B. WRIGHT, ESQ.

[Executed Contract received]
Colling Gilbert Wright, PLLC

Accepted and Agreed to on this ___
day of March, 2024 by:

SCOTT P. DISTASIO, ESQ.

[Executed Contract received]
Distasio Law Firm, P.A.

Accepted and Agreed to on this ___
day of March, 2024 by:

STEVE WATREL, ESQ.

[Executed Contract received]
Coker Law Firm

Accepted and Agreed to on this ___
day of March, 2024 by:

JASON A. PAUL, ESQ.

[Executed Contract received]
Paul & Perkins, P.A.

Accepted and Agreed to on this ___
day of March, 2024 by:

BRIAN J. CONNELLY, ESQ.

Law Office of Brian J Connelly,
PLLC

Accepted and Agreed to on this ___
day of April, 2024 by:

CAMERON B.S. BARNARD, ESQ.

Cameron Barnard

Cameron Barnard (Apr 18, 2024 13:46 EDT)

Hughes and Barnard, PA

Enclosure “D”

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Thomas Graham
Thomas Graham (Apr 18, 2024 13:55 EDT)

Printed Name: Thomas Graham

Address: 4720 Great Western Lane South; Jacksonville, FL 32257

E-mail Address: linda.graham@cushwake.com

Telephone: 904-910-2268

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: David O'Berry (Apr 18, 2024 12:39 CDT)

Printed Name: David O'Berry

Address: 428 Amethyst Way Lake Mary, FL 32746

E-mail Address: daohuntmaster69@gmail

Telephone: 407-280-9258

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature:  _____
Jennifer Varela (Apr 18, 2024 13:34 EDT)

Printed Name: Jennifer Varela

Address: 233 Ellsworth Circle

E-mail Address: Jennifer_varela@yahoo.com

Telephone: 321 228 9443

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Stacey P. Abel

Printed Name: Stacey P. Abel

Address: 2163 Dr. Harvey Riley St Ne Apt B Palm Bay Florida 32905

E-mail Address: staceya1964@gmail.com

Telephone: 321-914-5828

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Yvonne E. Kolbe

Printed Name: Yvonne E Kolbe

Address: 3855 S Atlantic Ave #1006, Daytona Beach Shores, FL 32118

E-mail Address: Ykolbe@icloud.com

Telephone: 386-366-0785

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Don Howard

Printed Name: Don Howard, Jr. obo Don Howard, dec.

Address: 1027 Windridge Circle, Sanford FL 32771

E-mail Address: don.howard@mail.com

Telephone: (407) 687-5022

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Laura Lee Knicley

Printed Name: Laura Knicley

Address: 381 Glendale Ave., Valparaiso, FL 32580

E-mail Address: LauraKnicley@gmail.com

Telephone: (850) 420-6195

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature:  _____

Printed Name: Vickie McHenry

Address: 1501 Imperial Ave San Diego CA 92101

E-mail Address: pdidit85@gmail.com

Telephone: 407-766-3937

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Jerri L Owens

Printed Name: Jerri L Owens

Address: 425 W Tennessee St Apt M Florence Al 35630

E-mail Address: thejlo@att.net

Telephone: 8503413607

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

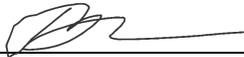
9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature:  _____

Printed Name: Brett Rigas obo Gail Rigas

Address: 55 W. Church St., #1913, Orlando FL 32801

E-mail Address: brigas@myhho.org

Telephone: (407) 616-8948

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Annabelle Rios

Printed Name: Annabelle Rios as POA for Gloria Rojas

Address: 2490 Island Club Way, Orlando, FL 32822

E-mail Address: ajrios72@gmail.com

Telephone: (407) 580-9685

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Lashell Taylor

Printed Name: Lashell Taylor

Address: PO BOX 31 PLYMOUTH, FL 32768

E-mail Address: nkc31976@gmail.com

Telephone: 407-405-6084

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Howard Williams

Printed Name: Howard Williams

Address: 2002 Westwood Circle, Kissimmee FL 34746

E-mail Address: None

Telephone: (407) 414-2067

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature:  _____

Printed Name: _____ Eileen Miller _____

Address: 11304 SW 135 Ct, Miami, FL 33186

E-mail Address: Emteach1@aol.com

Telephone: 305-387-7143

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: .

Signature: 

Printed Name: Tiffany Bivins

Address: 2660 Old Bainbridge Rd. Apt #1305, Tallahassee, FL 32305

E-mail Address: tiffanybivins30@gmail.com

Telephone: (448)200-9482

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Rita K. Baar

Printed Name: Rita K. Baar

Address: 13 Sunset Blvd Nokomis, FL 34275

E-mail Address: rrbaar@aol.com

Telephone: 941-882-2871

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: Regina Roth

Address: 318 SE 23rd Terr Cape Coral, FL 33990

E-mail Address: zroth44@yahoo.com

Telephone: 239 699-5870

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: J. Bershadski

Printed Name: YECHIEL BERSHADSKI

Address: 5911 ENGLISH OAKS LN. NAPLES, FL-34119

E-mail Address: _____

Telephone: (847)-334-5703

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Jill R Davis

Printed Name: Jill R Davis

Address: 10709 Evergladeskate Circle, Estero, FL 33928

E-mail Address: hopeinhousing@gmail.com

Telephone: 239-601-5171

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Jill R Davis

Printed Name: Jill R Davis

Address: 10709 Evergladeskate Circle, Estero, FL 33928

E-mail Address: hopeinhousing@gmail.com

Telephone: 239-601-5171

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: _____

Printed Name: _____

Address: _____

E-mail Address: _____

Telephone: _____

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Dene Cuevas

Printed Name: Dene Cuevas

Address: 6523 Babcock ST 33966

E-mail Address: vegan93@yahoo.c

Telephone: (352) 284-3572

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Darlene Murison

Printed Name: DARLENE MURISON

Address: 18255 Hottelot P. Charlotte FL 33948

E-mail Address: _____

Telephone: 941-743-4228

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights relating pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiff Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: *Orlando Ortiz*

Printed Name: ORLANDO ORTIZ

Address: 3281 ELIZABETH

E-mail Address: WIN59043@SBCGlobal.net

Telephone: 1-313-204-4065

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Lesia A. Rucker
Printed Name: Lesia A. Rucker
Address: 2801 N. Rainbow BLVD, LV, NV 89108
E-mail Address: victorylesia@gmail.com
Telephone: 702-502-2160
Title (if applicable): N/A
Company (if applicable): N/A

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Teresa Woodward / P.O.A.

Printed Name: Teresa Woodward

Address: 1017 Marsh Ave Apt 406

E-mail Address: TeresaWood1971@gmail.com

Telephone: 239-362-4495

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:



Signature: _____

Printed Name: Sharon Acavado

Address: 12191 NE 106th Ct Archer Fl 32618

E-mail Address: VODOFSKY@MSN.COM

Telephone: 786-600-8814

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: Electronically Signed 2024-04-22 18:12:07 UTC - 172.56.74.209
Emily Barrett
Nintex AssureSign® ee103807-e464-410f-88b5-b15701501005_
Signature: _____

Printed Name: Emily Barrett

Address: 9842 103rd St, Lot 74, Jacksonville, FL 32210

E-mail Address: jgrajews@gmail.com

Telephone: _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:  Electronically Signed 2024-04-04 17:02:28 UTC -35.138.84.72
Nintex AssureSign® f114e852-6953-468b-c10b-b14801044206

Signature: _____
Printed Name: Gwendolyn Cage

Address: 1685 Blossom Circle East , Lakeland, FL 33805

E-mail Address: cgwendolyn20@yahoo.com

Telephone: 863-934-3218

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: Electronically Signed 2024-04-08 11:59:57 UTC - 172.56.77.73
Jose R. Diaz
Nimex AssureSign® b3994562-9f22-4726-9677-b1480105c52d
Signature: _____

Printed Name: Jose R. Diaz

Address: 7906 Hidden Hollow Dr., Orlando, FL 3282

E-mail Address: yamilet Diaz99@yahoo.com

Telephone: 321-438-0952

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Digitally Signed

2024-04-19 20:18:32 UTC - 172.56.100.52
Nintex AzureSign@
53b7ccca-f55b-447b-b55c-b1570130db80

Signature: _____

Printed Name: Tracy Lin Druelle

Address: 3072 Lake Bayshore Dr., Apt 0-119, Bradenton, FL 34204

E-mail Address: Tracydruellr@gmail.com

Telephone: _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: Electronically Signed 2024-04-19 18:49:06 UTC - 174.20.157.116
Emma Foster
Nintex AssureSign® 34b92d11-e36d-4c80-b976-b15700e9203e
Signature: _____

Printed Name: Emma Foster

Address: 1530 North Upton Ave., Minneapolis, MN 55411

E-mail Address: ruth18@centurylink.net

Telephone: _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Nola Gager 3/8/24

Printed Name: NOLA GAGER

Address: 2352 GREAT HARBOR DRIVE Kissimmee FL 34746

E-mail Address: nolagager26@gmail.com

Telephone: 689 213 1624 - 407 935 9863
(cell) (home)

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

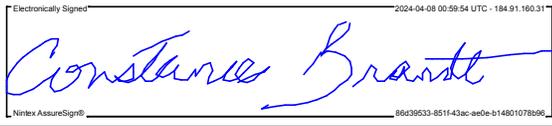
8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:  2024-04-08 00:59:54 UTC - 184.91.160.31
Signature: _____
Nimlex AssureSign® 86c39533-851f-43ac-ae0e-b14801078996

Printed Name: Constance Brandt

Address: PO Box 100374 Palm Bay, FL 32910

E-mail Address: cambrandt@hotmail.com

Telephone: 321-446-6695

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: _____



Printed Name: Geraldine Hill

Address: 8730 N. Himes Ave., Apt 1008, Tampa, FL 1008

E-mail Address: hillgeraldine3@yahoo.com

Telephone: _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: 
Signature: _____

Printed Name: Gloria Mackey

Address: 13542 Texas Woods Circle, Orlando, FL 32824

E-mail Address: gloriamackey@gmail.com

Telephone: 4078514064

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: Electronically Signed 2024-04-15 16:05:35 UTC - 70.135.136.64
Donald McKenzie
Nintex AssureSign® 61b07597-62a7-405e-9a99-b148010a49c5
Signature: _____

Printed Name: Donald McKenzie

Address: 5000 MALLARD POND COURT, ORLANDO, FL 32808

E-mail Address: multiscient2020@yahoo.com

Telephone: 689-269-3542

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: Electronically Signed  2024-04-19 20:05:50 UTC - 186.196.86.6
Signature: Nintex AssureSign® 3ea3ef10-00a0-4eb5-b7fc-b15701489c8f

Printed Name: Melissa smith-woodhouse

Address: 331 Ferrar Court, Kissimmee, FL 34758

E-mail Address: mimicocoyummy@yahoo.com

Telephone: _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature:  2024-04-19 18:49:18 UTC - 68.37.114.141
PDFcrowd Digitally Signed
Minotex AssureSign® 831e95c-7790-4f6b-b513-b157012e389e

Printed Name: Anna Hollins

Address: 13345 Lauder St., Detroit, MI 48227

E-mail Address: ananiros1@comcast.net

Telephone: _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

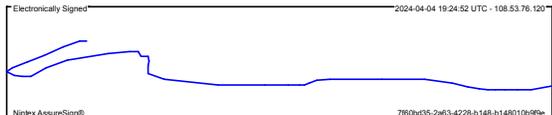
8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: 
Signature: _____

Printed Name: Donald Moran

Address: 30 spencer rd, Glen Ridge NJ 07028

E-mail Address: Vendo1961@yahoo.com

Telephone: 5515746175

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: 
Signature: _____

Printed Name: John Paul

Address: 403 SE Baya Dr., Lake City, FL 32025

E-mail Address: jp6162994@gmail.com

Telephone: _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

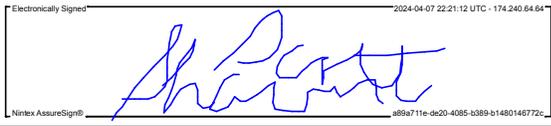
8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:  Electronically Signed 2024-04-07 22:21:12 UTC - 174.240.64.64
Signature: Nimlex AssureSign® a89d711e-dc20-4085-0389-b1480140772c

Printed Name: Sharon Scott

Address: 4090 Woodley Creek Rd. Jax., FL 32218

E-mail Address: skscottIII@comcast.net

Telephone: 904-910-5543

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: Electronically Signed 2024-04-08 17:27:19 UTC - 142.197.141.244
Juanita Davila
Nintex AssureSign® ada329e6-934b-41e0-adcf-0148010df0e_
Signature: _____

Printed Name: Juanita Davila

Address: 3202 Espinosa Dr. Apt 111, Kissimmee, FL 34741

E-mail Address: juanidavi4@aol.com

Telephone: 407-520-7057

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

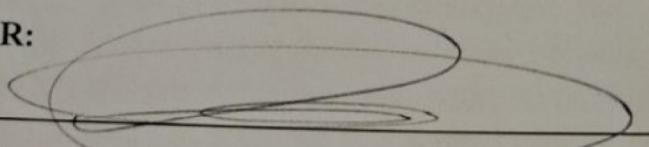
9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature:



Printed Name:

JAMES L. WALKER

Address:

12555 BISCAYNE BLVD. 33191#880

E-mail Address:

JMSLWALKER@GMAIL.COM

Telephone:

786-337-0733



ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

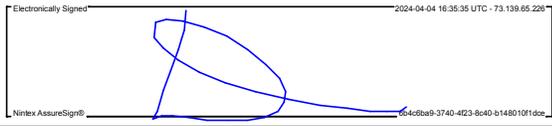
8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:  Electronically Signed 2024-04-04 16:35:35 UTC - 73.139.65.229
Signature: Nimlex AssureSign® 654c8ba9-3740-4f23-8c40-b148010f1dca

Printed Name: Dennis Walker

Address: 1387 NW 27th Ave Fort Lauderdale Florida 33311

E-mail Address: dennistoo@gmail.com

Telephone: 954 560 6375

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Susan B Whitcomb

Printed Name: Susan B Whitcomb

Address: 755 S. 5th St Macclenny FL 32063

E-mail Address: _____

Telephone: 904 616-0922

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

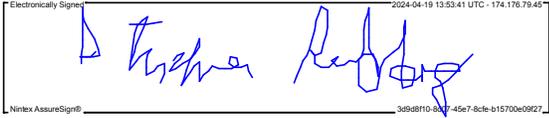
8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:  Signature: _____
Electronically Signed 2024-04-19 13:53:41 UTC - 174.178.79.45
Nimex AssureSign® 3d5d8f10-8d07-45e7-8c1e-b15700e09527

Printed Name: Stephania Redding

Address: 2459 Blackshire Road jacksonville Fl 322

E-mail Address: 123pastorredding@gmail.com

Telephone: 9045208281

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Corrado Burdieri

Printed Name: Corrado Burdieri

Address: 1306 SE 8th Place Cape Coral, FL 33990

E-mail Address: corb73@gmail.com

Telephone: 239-628-6598

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Danielle J. Anglade

Printed Name: DANIELLE J. ANGLADE

Address: 1201 SW 96th TER Pembroke Pines, FL 33025

E-mail Address: DJANGUA1957@HOTMAIL.COM

Telephone: 954-296-7493

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: DENNIS SAMPSON

Address: 20 Grande Bay Drive Somers Point N.J. 08244

E-mail Address: D.SAMPSON.822@comcast.net

Telephone: 609 519 6000

Title (if applicable): NA

Company (if applicable): NA

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Carmen Millsap

Printed Name: Carmen Millsap

Address: 2092 South Sherwood Drive, Apt. K89, Valdosta, GA 31602

E-mail Address: cmillsap49@gmail.com

Telephone: 386-237-7549

Title (if applicable): Plaintiff

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Erin Poarch

Printed Name: Erin A. Poarch

Address: 2225 Ballard Ave, Orlando, FL 32833

E-mail Address: erinpoarch@gmail.com

Telephone: (407) 617-6366

Title (if applicable): Plaintiff

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Rebecca K Barrow

Printed Name: Rebecca K Barrow

Address: 4631 Banyan Rd

E-mail Address: rebecca barrow 5452 @ yahoo . com

Telephone: (904) 962-5493

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Michelle L. Stawicki

Printed Name: Michelle L. Stawicki

Address: 915 Semoran Park Dr. Winter Park, FL 32927

E-mail Address: mycope32708@yahoo.com

Telephone: 689-710-6259

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

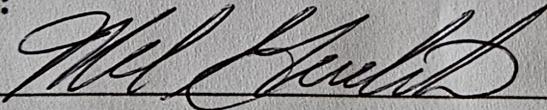
assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: _____



Printed Name: _____

Michael Guelich

Address: _____

295 GREENWOOD Rd, Curwensville, PA 16833

E-mail Address: _____

JMGUELICH@Atlanticbb.net

Telephone: _____

814-592-0952

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: Charles Mazza

Address: 8080 Briantea Dr, Boynton Beach FL 33472

E-mail Address: Chuck42975@yahoo.com

Telephone: 561.542.7430

Title (if applicable): _____

Company (if applicable): _____

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Margaret Jones-Frison

Printed Name: Margaret Jones-Frison

Address: 614 Sanford Ave

E-mail Address: Margaret9877@aol.com

Telephone: 407-416-5479

Title (if applicable): MA

Company (if applicable): MA

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

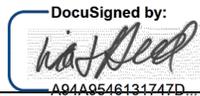
10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Date: April 9th, 2024

Signature: _____



Printed Name: Linda Solash-Reed

Address: 871 Outer Rd, Ste C., Orlando, FL 32814

E-mail Address: linda@lsrlawyer.com

Telephone: (321) 804-2915

Title (if applicable): Personal Representative of the Estate of Billy Joe Early

Company (if applicable): Linda Solash-Reed, P.L.

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Date: April __, 2024 4/9/2024

Signature:  _____

Printed Name: Kendra Mize _____

Address: 2360 Duncil Lane Malabar, Florida 32950 _____

E-mail Address: flmizesr@aol.com _____

Telephone: 321-723-7708 _____

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

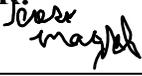
9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: Teresa Margraf

Address: 2415 17th Street West, Bradenton, FL 34205

E-mail Address: _____

Telephone: _____

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

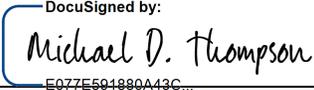
9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature:  _____
E077E591880A43C...

Printed Name: Michael D. Thompson

Address: 13971 Windrush Court, Apt 5, N. Fort Myers, FL 33903

E-mail Address: dtcat@gmail.com

Telephone: (239) 333-6657

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:



Signature: _____

Printed Name: Sharon Acavado

Address: 12191 NE 106th Ct Archer Fl 32618

E-mail Address: VODOFSKY@MSN.COM

Telephone: 786-600-8814

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Marie Cherisier

Printed Name: Marie Cherisier

Address: 128 N Decatur lane Decatur GA
30022

E-mail Address: Nanieany23@yahoo.com

Telephone: 786 306 2953

Title (if applicable): -

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Rita K. Baar

Printed Name: Rita K. Baar

Address: 13 Lubets Blvd Nokomis, FL 34275

E-mail Address: rrbaar@aol.com

Telephone: 941-882-2871

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: Electronically Signed 2024-04-22 18:12:07 UTC - 172.56.74.209
Emily Barrett
Nintex AssureSign® ee103807-e464-410f-88b5-b15701501005_
Signature: _____

Printed Name: Emily Barrett

Address: 9842 103rd St, Lot 74, Jacksonville, FL 32210

E-mail Address: jgrajews@gmail.com

Telephone: _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Rebecca K Barrow

Printed Name: Rebecca K Barrow

Address: 4631 Banyan Rd

E-mail Address: rebecca barrow 5452 @ yahoo . com

Telephone: (904) 962-5493

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: Regina Roth

Address: 318 SE 23rd Terr Cape Coral, FL 33990

E-mail Address: zroth44@yahoo.com

Telephone: 239 699-5870

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: J. Bershadski

Printed Name: YECHIEL BERSHADSKI

Address: 5911 ENGLISH OAKS LN. NAPLES, FL 34119

E-mail Address: _____

Telephone: (847)-334-5703

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: *Qiana Watson*

Printed Name: Qiana Watson

Address: 5434 sw 43rd terrace Ft.Lauderdale
FL 33214

E-mail Address: Qshwnwtsn@yahoo.com

Telephone: 954-534-1828

Title (if applicable): Personal Representative

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Corrado Burdieri

Printed Name: Corrado Burdieri

Address: 1306 SE 8th Place Cape Coral, FL 33990

E-mail Address: corb73@gmail.com

Telephone: 239-628-6598

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Gerard Celestin

Printed Name: Gerard Celestin

Address: 191 N.W. 68th Terr Miami, FL 33150

E-mail Address: celestingina@gmail.com

Telephone: (305) 780-4645

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Michelle L. Stawicki

Printed Name: Michelle L. Stawicki

Address: 915 Semoran Park Dr. Winter Park, FL 32927

E-mail Address: mycope32708@yahoo.com

Telephone: 689-710-6259

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:  Electronically Signed 2024-04-04 17:02:28 UTC -35.138.84.72
Nintex AssureSign® f114e852-6953-468b-c10b-b14801044206

Signature: _____
Printed Name: Gwendolyn Cage

Address: 1685 Blossom Circle East , Lakeland, FL 33805

E-mail Address: cgwendolyn20@yahoo.com

Telephone: 863-934-3218

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Shannon Castro

Printed Name: Shannon Castro

Address: 212 SE Scarlett Way

E-mail Address: Snappyfunstuff@gmail.com

Telephone: 386-915-8832

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Jill R Davis

Printed Name: Jill R Davis

Address: 10709 Evergladeskate Circle, Estero, FL 33928

E-mail Address: hopeinhousing@gmail.com

Telephone: 239-601-5171

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Jill R Davis

Printed Name: Jill R Davis

Address: 10709 Evergladeskate Circle, Estero, FL 33928

E-mail Address: hopeinhousing@gmail.com

Telephone: 239-601-5171

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: Electronically Signed 2024-04-08 11:59:57 UTC - 172.56.77.73
Jose R. Diaz
Nimex AssureSign® b3994562-9f22-4726-9677-b1480105c52d
Signature: _____

Printed Name: Jose R. Diaz

Address: 7906 Hidden Hollow Dr., Orlando, FL 3282

E-mail Address: yamilet Diaz99@yahoo.com

Telephone: 321-438-0952

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC ("A&P") as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the "Consolidated Recovery Action"), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P's client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor's equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor's rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term "Assigned Claims" shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, *de facto* merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a *pro rata* reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a "pass-through entity" for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor's ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor's engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Quenta Donald

Printed Name: Quenta Donald

Address: 5555 Kellar Circle

E-mail Address: Quenta.donald@gmail.com

Telephone: 904-704-3843

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: Digitally Signed  2024-04-19 20:18:32 UTC - 172.56.100.52
Signature: Nintex AzureSign@ 53b7ccca-f55b-447b-b55c-b1570130db80

Printed Name: Tracy Lin Druelle

Address: 3072 Lake Bayshore Dr., Apt 0-119, Bradenton, FL 34204

E-mail Address: Tracydruellr@gmail.com

Telephone: _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

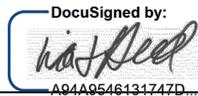
10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Date: April 9th, 2024

Signature: _____



Printed Name: Linda Solash-Reed

Address: 871 Outer Rd, Ste C., Orlando, FL 32814

E-mail Address: linda@lsrlawyer.com

Telephone: (321) 804-2915

Title (if applicable): Personal Representative of the Estate of Billy Joe Early

Company (if applicable): Linda Solash-Reed, P.L.

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: Pamela Foster

Address: 4 Bickwick Lane, Palm Coast, Fla 32137

E-mail Address: Adeleke373@hotmail.com

Telephone: 301-318-2100

Title (if applicable): POA/Executor

Company (if applicable): N/A

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: Electronically Signed 2024-04-19 18:49:06 UTC - 174.20.157.116
Emma Foster
Nintex AssureSign® 34b92d11-e36d-4c80-b976-b15700e9203e
Signature: _____

Printed Name: Emma Foster

Address: 1530 North Upton Ave., Minneapolis, MN 55411

E-mail Address: ruth18@centurylink.net

Telephone: _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Nola Gager 3/8/24

Printed Name: NOLA GAGER

Address: 2352 GREAT HARBOR DRIVE Kissimmee FL 34746

E-mail Address: nolagager26@gmail.com

Telephone: 689 213 1624 - 407 935 9863
(cell) (home)

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Donald Garrett

Printed Name: Donald Garrett

Address: 5751 NW 7th Ave Gai

E-mail Address: donaIdgarrett51@yahoo.com

Telephone: 352-226-4325

Title (if applicable): Mr

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC ("A&P") as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the "Consolidated Recovery Action"), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P's client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor's equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor's rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term "Assigned Claims" shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a "pass-through entity" for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor's ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor's engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Albert Gates
Printed Name: ALBERT GATES
Address: 2054 SECOND ST SUITE 151 CUYAHOGA FALLS, OHIO 44221
E-mail Address: ALGATES@PROPACK LLC.COM
Telephone: (330) 256-1777
Title (if applicable): SON OF SHIRLEY M GATES
Company (if applicable): —

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

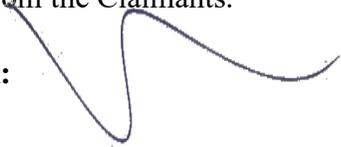
9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature:  _____

Printed Name: William A. Dean attorney in fact

Address: 3323 NE 163rd Street, Suite 605, North Miami Beach, FL 33160

E-mail Address: bill@forrdean.com

Telephone: 305-670-2000

Title (if applicable): Gibson, Benny

Company (if applicable): _____

Howard M. Hughes, Esquire
Admitted in Florida and Michigan

Cameron Barnard, Esquire
Admitted in Florida
(401) 338-8126 Cell
cbarnard@handmlaw.net

500 Maplewood Dr, Suite 5 Jupiter, Florida 33458
1412 East Robinson Street Orlando, Florida 32802
5355 Town Center Road, Suite 801 Boca Raton, Florida 33486
201 SW Port St Lucie Blvd, Suite 7 Port St Lucie, Florida 34984
Web: www.handmlaw.net
Cam's Fax: (561) 898-2286

Please Reply To:
Jupiter Office

Theresa Freed, Paralegal
(772) 708-3962 Cell
tfreed@handmlaw.net

April 18, 2024

Sent Via Email

Thomas Graham

Re: Thomas Graham, as Personal Representative of the Estate of Madeline Graham
Case No.: 2020-CA-006454
(the "Healthcare Negligence Action")

Healthcare Negligence Settlement Recovery Corp. v. Consulate, et al.
Case No.: TBA
(the "Consolidated Recovery Action")

Dear Mr. Graham:

In connection with my law firm's representation of your interests as a claimant in the above-captioned Healthcare Negligence Action, I am writing to you to secure your consent and participation in a new stage of our work together.

When we first began our representation, it was apparent that the cause of the negligence giving rise to your claim was a healthcare conglomerate that has commonly operated under the name "Consulate," even though it has consisted of a large number of nursing home facilities operating at least 140 facilities in the State of Florida (the "Facilities"). You will recall that your claims were ultimately reduced to a settlement agreement, a copy of which I have enclosed for your easy reference (Enclosure "A"). Under the settlement agreement, Consulate agreed to make settlement payments over time in an amount that Consulate agreed was due and owing to you based upon the claims my law firm asserted on your behalf.

Unfortunately, the community of lawyers who represent healthcare negligence claimants such as yourself have learned that Consulate is no longer in a position to make payments as required to a large universe of claimants such as yourself (collectively, the "Claimants"), pursuant to a set of settlement agreements substantially similar to your own (collectively, the "Settlement Agreements"). The apparent cause of difficulty seems to be that ownership of the Facilities, and the profits generated from the same, has been transferred to new entities without proper assurances regarding sums due and owing to Claimants such as yourself. And this requires research, analysis, and decisions. To give you a sense of what Consulate is up to, I am enclosing a newspaper article that relates to Consulate's apparent corporate shell game (Enclosure "B").

When bad news like Exhibits A, B and C, there can be many responses. One response is to close the file, cut your losses, and write off the recovery. Another response is to single-handedly pursue Consulate and whatever people or entities seem to have caused it to default on payments to Claimants. Following research and analysis into the cause of Consulate's defaults, which we do not expect to be cured absent a new stage of litigation, we are recommending a third approach to the problem: I am recommending that you join my firm and approximately 200 other similarly situated Claimants with unfunded Settlement Agreements in forming the Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp.") in order to pursue Consulate and those responsible for this situation. Under the concept we have recommended, a group of law firms including my own (collectively, the "Plaintiffs Firms") are joining forces with our respective Claimants, to form the Recovery Corp. to recover assets that we presently believe were improperly transferred at the expense of the Claimants.

We have agreed to retain John A. Anthony and the law firm of Anthony & Partners, LLC ("A&P") to bring claims on behalf of Recovery Corp. as against Consulate, its transferees, and its management. Under Florida law, when valuable assets of a business entity such as Consulate are transferred to a third party without reasonably equivalent value, or under other suspicious circumstances, existing creditors such as yourself who are impacted by the transfer have certain remedies. Moreover, when the management of an insolvent business entity deliberately makes decisions that will cause existing creditors to go unpaid, management opens itself up to a variety of related claims. The claims that are contemplated fall within the realm of expertise of A&P, so all of the Plaintiffs Firms have met with and selected A&P to pursue the next stage on behalf of all Claimants by commencing the above-referenced Consolidated Recovery Action.

When all the Claimants come together with the Plaintiffs Firms leading the charge, there are multiple benefits for all involved, three of which are as follows.

- a. First, efficiencies of scale enable the Claimants to speak through one consolidated business entity, the Recovery Corp., and its counsel, A&P to bring the recovery action on behalf of all involved. This can save considerable time and money, as opposed to scores of Claimants going it alone.
- b. Second, bringing all the Plaintiffs Firms together on a single platform enables the free flow of information for the benefit of the entire team, giving us greater intelligence as to what Consulate has been up to. We learned this during our introductory meeting with A&P on March 19, that followed numerous telephone calls and e-mails amongst our community.
- c. Third, when a single firm such as A&P, speaking on behalf of all the Plaintiffs Firms and all of the Claimants, interfaces with Consulate, there is strength in numbers. Rather than allowing Consulate and its lawyers to play the Claimants off one another, the goal is to face Consulate and the other liable parties in a unified manner so that a better collective recovery can be achieved.

I am enclosing a copy of the engagement letter that my law firm and the other Plaintiffs Firms have executed with A&P so that A&P can bring claims on behalf of the Recovery Corp. (Enclosure "C"). Of course, John Anthony of A&P will be lead counsel for the Consolidated Recovery Action, but the Plaintiffs Firms will direct his activities through a Board that will then report back to the Claimants represented by each such Plaintiffs Firm. The cost of retaining A&P

Exhibit A - Board C Page 897 of 707
will be spread amongst all Claimants proportionately, with funds being advanced proportionately by the Plaintiffs Firms for A&P to pursue these claims. While this is an additional expense that will reduce your ultimate recovery, the only other alternatives as noted above are abandoning the claim or going it alone. Neither of those alternatives are attractive, when it appears that Consulate has orchestrated a shell game to cheat you and my firm out of payments, we are clearly due.

The final enclosure to this correspondence is a "Assignment of Claim and Corporate Proxy" (the "Claimant Assignment") (Enclosure "D"), intended to transfer all your rights under your settlement agreement to the Recovery Corp. so that it will be able to pursue all the Claimants claims, including your own, in one courtroom and in a single lawsuit, the Consolidated Recovery Action. Under the Claimant Assignment, all Claimants are assigning all their claims to the Recovery Corp. so that aggregate claims in the amount of several million dollars will all participate equally in the recoveries that are anticipated. The complaint for initiating the Consolidated Recovery Action is in the process of being drafted now, so I ask that you promptly execute the Claimant Assignment and deliver it to me by e-mail as soon as possible so that you can be included in this process.

I want to note in closing how important it is to keep these communications confidential. All the communications between the Plaintiffs Firms and A&P, or any combination of the same, are highly privileged and confidential under multiple theories. Just as others have an obligation to you to maintain confidentiality regarding the current plans to sue Consulate and the other parties responsible for this misfortune, you have an obligation to maintain confidentiality as well. Soon enough, the Consolidated Recovery Action will be pending, and everyone will know what they need to know.

Let's work together through this process, and do not hesitate to contact me as required to address any questions, comments, or requests you may have. Time is of the essence so please respond rapidly. Thanks.

Sincerely,

Cameron Barnard

Cameron Barnard, Esq.

/tmf
Enclosures

Enclosure “A”

GENERAL RELEASE

BE IT KNOWN that I, **THOMAS GRAHAM**, as **Personal Representative of the Estate of MADELINE GRAHAM**, Releasor, for and in consideration of the sum of **ONE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 CENTS (\$150,000.00)** or other valuable considerations, *to be made payable as follows: \$30,000.00 payable March 21, 2025, \$30,000.00 payable April 18, 2025, \$30,000.00 payable May 23, 2025, \$30,000.00 payable June 20, 2025 and the remaining \$30,000.00 payable July 18, 2025*, do, for myself, and my respective heirs, representatives, executors, administrators and assigns, hereby fully release and forever discharge **JACKSONVILLE FACILITY OPERATIONS, LLC d/b/a CONSULATE HEALTH CARE OF JACKSONVILLE**, hereinafter "Releasees", from any and all manner of actions, claims for relief and damages, suits, debts, obligations, judgments, and demands whatsoever, in law or in equity, whether known or unknown, direct or indirect, not existing, which Releasor ever had, now has, or which any personal representative, successor, heir or assign of said Releasor, hereafter can, shall or may have against said Releasee, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents, including, without limitation, all claims or actions arising out or related in any way to the subject matter of: **THOMAS GRAHAM, as Personal Representative of the Estate of MADELINE GRAHAM v. JACKSONVILLE FACILITY OPERATIONS, LLC d/b/a CONSULATE HEALTH CARE OF JACKSONVILLE**, filed in the **FOURTH JUDICIAL CIRCUIT, IN AND FOR DUVAL COUNTY, STATE OF FLORIDA, CIRCUIT COURT CASE NUMBER CACE-20-006454** including any and all claims for attorneys fees and costs.

It is understood and agreed that this release shall also apply to the Releasees past, present and future employees, managers, operators and parents (direct and indirect), affiliates, subsidiaries, shareholders, members, officers and directors, predecessors and successors in interest and assigns, and all other persons, firms, corporations, or companies with whom any of the former have been, are now or may hereafter be affiliated, any language in this release to the contrary notwithstanding.

The Releasor hereby agrees to indemnify and hold harmless the Releasee from any and all claims and/or liens and/or subrogated interests herein for which these funds are intended to cover.

Releasor warrants and expressly agrees to satisfy any and all existing encumbrances or liens, including but not limited to governmental or third party payor sources such as Medicare, Medicaid or Social Security liens which are in existence, and agree to satisfy any encumbrances or liens which may hereinafter be filed, levied, asserted, or placed upon any proceeds identified with this Release.

Releasor acknowledges and understands that information concerning Releasor, the settlement, and other circumstances are subject to the mandatory reporting requirements of Section 111 of the Medicare, Medicaid & SCHIP Extension Act of 2007 (MMSEA). Releasor agrees that this General Release is final and binding, no matter what act, position, assertion,

GENERAL RELEASE

Estate of Madeline Graham v. CHC of Jacksonville

Page 2 of 3

recovery effort, or enforcement action may be made against Releasor or the settlement.

In consideration of the payment of Ten Dollars and 00/100 (\$10.00) which sum is included in the total amount of the settlement as stated above in this document and is not in addition to it, Releasor and Releasee agree that the terms of this agreement are absolutely confidential and shall not be disclosed to anyone else, including any publisher, representative of the media, journal and/or periodical in the absence of a court order, except as may be necessary to effectuate its terms. This agreement is intended to be binding on the Plaintiff/Releasor and his/her agents and representatives. Any disclosure in violation of this section shall be deemed a material breach of this agreement.

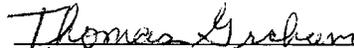
It is further understood and agreed that this release does not, and is not intended to, release or discharge any claim or potential claim against any other person or entity not identified herein, including, but not limited to, any claim or any potential claim against any other nursing home, any surgeon or doctor, or their professional association, nurses, or independent contractors, any therapy company or pharmaceutical company, consultants, or any hospital except those specifically provided herein.

It is further understood and agreed that this settlement is the compromise of disputed claims and that the payment made is not to be construed as an admission of liability on the part of any Releasees, all of whom expressly deny any liability for this action.

It is further understood and agreed that no promise or agreement not herein expressed has been made to Releasor and that this Release contains the entire agreement between the parties to it and that the terms of this Release are contractual and not a mere recital.

Further, the Releasor waives and agrees to hold harmless, Releasee from any and all claims that may exist on behalf of all natural and/or adopted children of **MADELINE GRAHAM**.

Releasor has had the benefit of counsel and of his/her own attorney; that Releasor fully understands the terms of this Release; and that Releasor is making full and final settlement of all claims of every nature and character against persons hereby released.



**THOMAS GRAHAM, as Personal
Representative of the Estate of
MADELINE GRAHAM**

[NOTARY PAGE TO FOLLOW]

GENERAL RELEASE
Estate of Madeline Graham v. CHC of Jacksonville
Page 3 of 3

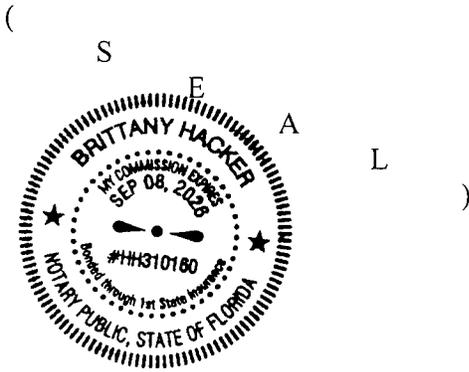
STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 27 day of September, 2022 by Thomas Graham, who is personally known to me or has produced FDI as identification and who did not (did) take an oath.

Brittany Hacker
Notary Public, State of
(Signature of Notary taking
Acknowledgment)

Brittany Hacker
Name of Notary Typed,
Printed or Stamped

My Commission Expires:
9/8/26
Commission Number



THIS INSTRUMENT PREPARED BY:

ANTONIO CIFUENTES, ESQ.
Florida Bar No.: 043605
DIAS & ASSOCIATES, P.A.
5102 W. Laurel Street, Suite 700
Tampa, Florida 33607
Telephone: (813) 769-6280
Facsimile: (813) 769-6281
Attorneys for DEFENDANTS

Enclosure “B”

Consulate nursing homes are changing names. Are they changing ownership?

Florida's largest chain still seems to be tied to the homes that now carry new branding.



Exterior photo of Radiant Health Care of Brandon, formerly Consulate Health pictured on Wednesday, Jan. 19, 2022 in Brandon. [LUIS SANTANA | Times]

By

- **Hannah Critchfield** *Times staff*

Published Jan. 19, 2022|Updated Jan. 22, 2022

The largest nursing home chain in Florida is rebranding.

On its website, Consulate Health Care Services no longer lists any long-term care facilities in the state.

In the wake of a bankruptcy filing and a slew of bad press over the last few years, the privately held chain — the sixth-largest nursing home company in the nation — has quietly divided its Florida facilities into three separate companies. All three appear to still be affiliated with Consulate.

Neither Consulate or the new companies responded to multiple requests for comment. On calls made to Consulate's corporate headquarters to reach a spokesperson,

employees directed the *Tampa Bay Times* to a person who denied working for the company.

“Consulate broke into four different companies,” said a receptionist at Consulate Health Care’s office in Georgia. “Anything that’s outside of the state of Florida is still considered Consulate. Anything inside the state of Florida has been divvied up among Radiant, Independence and NSPIRE. But we are still the corporate office for any of those companies.”

Many of Consulate’s Florida nursing homes have begun to change their individual names as well, erasing any affiliation with the chain.

Such reorganization leaves consumers in the dark, critics say.

“If you Google Consulate, you’ve got 20 years of bad press,” said Bill Dean, a former Miami-Dade prosecutor who now specializes in suing nursing homes. “But no one is ever going to know that the new ‘Happy Nursing Home LLC’ is actually the same exact people as Consulate. It’s the same employees, the same leadership — but it’s now under a new, rebranded fancy name.”

With new company names and opaque relationships, he said, consumers searching for a nursing home in Florida may have a hard time knowing a facility’s prior history or current ownership.

A household name

Consulate was well known in Florida even before the pandemic struck. By 2018, the for-profit company controlled one out of every nine nursing homes in Florida, the *Naples Daily News* [reported](#), including 13 in Tampa Bay.

Its facilities have been no stranger to controversy.

In January 2018, the state Agency for Health Care Administration threatened to [revoke](#) 53 of Consulate’s 77 Florida nursing homes’ licenses over poor patient care and safety violations. The agency instead reached a [settlement](#) that put eight of Consulate’s homes on a [two-year improvement plan](#), including three in the Tampa Bay area.

The giant chain was one of five nursing home companies that were investigated by Congress over their handling of coronavirus in 2020.

The same year, the U.S. Court of Appeals upheld a \$256 million civil fraud judgment against Consulate, ruling that nursing homes currently owned by the company had defrauded taxpayers by inflating bills for residents’ treatments.

Entities operating under Consulate filed for bankruptcy in March 2021. The chain, which at the time owned 140 facilities across the country, said that it did not have the funds to pay the judgment.

“Many large skilled nursing organizations, including Consulate, have encountered increased financial stress as a direct result (of the pandemic),” wrote Paul Rundell, the company’s bankruptcy restructuring officer, in a September 2021 [court filing](#). “And the State of Florida, where many of Consulate’s skilled nursing facilities are located, is among the hardest hit.”

The Justice Department and the whistleblower filing the claim eventually [agreed to settle](#) for far less, leaving Consulate responsible for only \$4.5 million in light of the company declaring bankruptcy.

This bankruptcy filing, and the fanfare accompanying a high-profile federal lawsuit, may have contributed to the divvying up of Consulate Health Care’s nursing homes in Florida. But licensing documents and corporate filings suggest the new owners of these facilities are related to the company.

New companies

Using Florida’s Agency for Health Care Administration data, the *Tampa Bay Times* analyzed all of the state’s long-term care facilities with licenses linked to Consulate Health Care’s official website in 2021.

The *Times* found that out of 77 senior homes with active licenses, 76 were owned by limited liability companies that still listed a Consulate office in Georgia as their mailing address. This was true even for facilities that had recently changed names to remove “Consulate Health Care” from their titles.

Mailing addresses are considered an industry shorthand for determining a facility’s corporate ownership, according to Dean.

“When it has that address in Georgia, I know it’s a Consulate facility,” he said.

Seven of these facilities no longer appear to be listed on any company website; the rest have been divvied up.

Consulate Health Care facilities in Florida now are listed as being operated by one of three companies:

- **Raydiant Health Care Services**
 - [Raydiant Health Care Services’ website says](#) the company has led the way in rehabilitative care in Florida since “opening their doors to the Sunshine State in 2021.”

- The application to create the name “Raydiant Health Care” was submitted to the Florida Department of State’s Division of Corporations in September 2021 by Charlene G. Johnson, attorney and director of licensing and certification at Consulate Health Care. Johnson used her official Consulate company email address.
- Many Consulate nursing homes have been renamed using the Raydiant moniker. Consulate Health Care of Brandon, one of its Tampa Bay facilities, is now Raydiant Health Care of Brandon. The nursing home experienced an early, deadly coronavirus outbreak at the same time that Congress was [investigating](#) Consulate Health Care for its handling of the pandemic. Twenty-two of its residents had [died](#) of COVID-19 by the time the state [stopped publishing](#) nursing home data in June 2021.
- **Independence Living Centers**
 - Independence Living Centers’ website appears to [have launched](#) in early January.
 - The name “Independence Living Centers” was registered with the Division of Corporations in September 2021, the same month as Raydiant Health Care. John Silliter, a former Consulate employee, is the chief executive officer of Independence Living Centers, according to his voicemail. Silliter signed the registration form. The limited liability company that owns the name, Josera LLC, was created in July, with Johnson of Consulate again signing off as the authorized representative.
 - Its facilities were all previously advertised as Consulate-operated homes. Several have been renamed.
 - Locations include Tallahassee Living Center, formerly named Consulate Health Care of Tallahassee, which has a one-star rating on the federal database Care Compare. The facility is one of four Florida Consulate homes that are currently listed as candidates for the Centers for Medicare & Medicaid Services program for “special focus facilities,” a designation reserved only for nursing homes that face possible forced closure due to a history of serious quality of care problems.
 - Independence Living Centers is actively hiring for positions in Florida facilities, including 92 jobs in Tampa Bay. Its application portal redirects candidates to a page that says, “Consulate Health Care Job Listings.”
- **NSPIRE Healthcare**
 - NSPIRE Healthcare has operated five facilities in south Florida for several years. These appear not to be directly owned by Consulate. Its current website was created in early 2021. In April, it [advertised](#) its five nursing homes. But today, the company [lists](#) 27 facilities, 22 of which were previously marketed as Consulate-owned homes.
 - The *Times* called several area NSPIRE facilities in an attempt to reach a media contact for the company. A front desk staffer at NSPIRE Health Care Sarasota — formerly Consulate Health Care of Sarasota — said that these Consulate facilities had not been sold to a new company, but that Consulate had instead “rebranded.” Any of the Florida locations are under different names, she said — either Independence, Raydiant or NSPIRE.

- Like Independent Living Centers, the webpage that displays all open jobs at NSPIRE facilities is labeled, “Consulate Health Care Job Listings.”

‘Synergy Health Care Services’

A new business related to Consulate has recently emerged.

Calls to the number for the company office in Atlanta or for the in-state office in Maitland now redirect to an automated message that begins with, “Thank you for calling Synergy HCS.”

Synergy Health Care Services advertises itself as a consulting company to senior care operators, working “behind-the-scenes to deliver solutions that allow providers to focus on what they do best, patient and resident care.” The company’s LinkedIn page was created in 2021.

All of its current listed employees — 20 in total — began their positions in December 2021 after a long run working at Consulate.

Chris Bryson, former [chief executive officer](#) at Consulate Health Care, has the [same role](#) at Synergy.

Synergy is actively hiring. All the open positions are [based](#) at the longtime Consulate operations address in Maitland.

At first, though, it wasn’t clear if there was a website for Synergy.

“There’s been a recent reorganization within the company, and I just don’t believe the website has been switched over yet so that it’s up and running and operational,” said Sarah Catherine Whalen, corporate counsel at Synergy HCS and [former](#) attorney at Consulate Health Care, on a phone call in which the *Times* requested a communications person for Synergy.

She directed the *Times* to Jennifer Trapp, vice president of brand management for Synergy HCS and the former spokesperson for Consulate.

Trapp said that Synergy is a separate company that contracts with Consulate to provide “back-office” support.

“The buildings in Florida were acquired by other operating management companies,” she said. “The company that I work for, we contract with several different providers, including Consulate, who operates outside of the state of Florida.”

Trapp declined to name the company’s other clients, citing privacy reasons.

She said the *Times* would have to contact Consulate's press person for questions about its Florida facilities or company structure.

On a call back to the Consulate office in Atlanta to request contact information for a Consulate-specific spokesperson, the receptionist said the *Times* should contact Trapp. "We just split into four different companies and it's just kind of a little confusing," said the front desk receptionist. "So I thought Jen Trapp would still take care of that."

She said as far as she knew, she was still answering the phone for Consulate.

Enclosure “C”

ANTHONY & PARTNERS

ATTORNEYS AT LAW

813-273-5066

janthony@anthonyandpartners.com

100 SOUTH ASHLEY DRIVE
SUITE 1600

Please reply to: TAMPA, FL 33602
Main: 813.273.5616
FAX: 813.221.4113

March 27, 2024

VIA E-MAIL:
spayne@forthepeople.com

Spencer L. Payne, Esquire
Morgan & Morgan, P.A.
20 N. Orange Avenue, Suite 1600
Orlando, Florida 32801

VIA E-MAIL:
tnelson@terrystnelsonlaw.com

Terry S. Nelson, Esquire
Terry S. Nelson PA
2401 First Street, Suite 102
Fort Myers, Florida 33901

VIA E-MAIL:
damian@mallardperez.com
sara@mallardperez.com

Damian D. Mallard, Esquire
Sara B. Mallard, Esquire
Mallard Perez, PLLC
889 N. Washington Blvd.
Sarasota, Florida 34236

VIA E-MAIL:
kmckenna@dwkllaw.com

Kenneth J. McKenna, Esquire
Dellecker Wilson King
McKenna & Ruffier
719 Vassar Street
Orlando, Florida 32804

VIA E-MAIL:
jpaul@paulandperkins.com

Jason A. Paul, Esquire
Paul & Perkins, P.A.
711 N Orlando Avenue, Suite 202
Maitland, Florida 32751

VIA E-MAIL:
ncarter@yourinsuranceattorney.com

Nathaniel P. Carter, Esquire
Your Insurance Attorney, PLLC
2300 Maitland Center Pkwy, Suite 122
Maitland, Florida 32751

VIA E-MAIL:
mwright@thefloridafirm.com

Melvin B. Wright, Esquire
Colling Gilbert Wright, PLLC
801 N. Orange Avenue, Suite 830
Orlando, Florida 32801

VIA E-MAIL:
will@seniorjustice.com
michael@seniorjustice.com

William J. Sarubbi II, Esquire
Michael Brevda, Esquire
Senior Justice Law Firm
7700 Congress Avenue, Suite 3216
Boca Raton, Florida 33487

VIA E-MAIL:
lindsey@pbglaw.com

Lindsey E. Gale, Esquire
Domnick Cunningham & Yaffa
2401 Pga Blvd., Suite 140
Palm Beach Gardens, Florida 33410

VIA E-MAIL:
sw@cokerlaw.com

Steve Watrel, Esquire
Coker Law Firm
136 East Bay Street
Jacksonville, Florida 32202

VIA E-MAIL:
jon@bhfloridalaw.com

Jon M. Herskowitz, Esquire
Baron & Herskowitz
9100 S Dadeland Blvd., Suite 1704
Miami, Florida 33156

VIA E-MAIL:
bill@forddean.com

William A. Dean, Esquire
Ford, Dean & Rotundo, P.A.
3323 NE 163rd St., Suite 605
N. Miami Beach, Florida 33160

VIA E-MAIL:
clancey@boundslawgroup.com
brent@boundslawgroup.com

J. Clancey Bounds, Esquire
J. Brent Smith, Esquire
Bounds Law Group
1751 N. Park Avenue
Maitland, Florida 32751

VIA E-MAIL:
Scott.Distasio@distasiofirm.com

Scott P. Distasio, Esquire
Distasio Law Firm, P.A.
1112 Channelside Drive, # 5
Tampa, Florida 33602

VIA E-MAIL:
bconnelly@connellylawoffice.com

Brian J. Connelly, Esquire
Law Office of Brian J Connelly, PLLC
1201 19th Place, Suite B200
Vero Beach, Florida 32960-0681

ANTHONY & PARTNERS

March 27, 2024
Page 2 of 10

**Re: Consulate Synergy Healthcare Services
1040 Crown Pointe Pkwy, Ste 600
Atlanta, GA 30338**

**Consulate and Synergy HES Legal
850 Concourse Pkwy S, Ste 250
Maitland, FL 32751**

**Nspire-Radiant-Independence Consulate HES
702 S Kings Ave
Brandon, FL 33511**

Dear Colleagues:

This letter (this “Engagement Contract”) follows up on a series of discussions that we have all shared, regarding a set of tort claims (collectively, the “Claims”), in which each of your law firms (collectively, the “Plaintiffs Firms”) serves as primary counsel for the underlying client claimants (collectively, the “Clients”). The Plaintiffs Firms are directing their attention to Consulate Healthcare and a labyrinth of affiliates, subsidiaries, transferees, and related entities (collectively, the “Consulate Targets”) for recovery at this time. All the Plaintiffs Firms have good cause to believe that the Consulate Targets are in the midst of a large-scale restructuring that operates as a fraudulent transfer or is otherwise assailable by and on behalf of some or all the Clients. Accordingly, this Engagement Contract is intended to memorialize the engagement by each of the Plaintiffs Firms of Anthony & Partners, LLC (“A&P”), to pursue the Consulate Targets on behalf of all the Clients in a single consolidated representation effort (this “Representation”). For purposes of this Engagement Contract, the Plaintiffs Firms and A&P are collectively referred to herein as the “Original Parties.”

A. Background

1. Each of the Plaintiffs Firms represents a specific group of Clients, all of whom have liquidated Claims against one or more of the Consulate Targets pertaining to nursing home negligence, malpractice, wrongful death, or related claims that have been reduced to settlement agreements, Court stipulations, or other comparable contracts (collectively, the “Settlement Agreements”). A&P has compiled a schedule of Claims (the “Claimant Schedule”), that identifies each of the Clients, each such Client’s corresponding Claim, the Plaintiffs Firm representing that Client, and the amount of money that remains unpaid to that Client on account of the corresponding Settlement Agreement. A copy of the Claimant Schedule is provided as Enclosure “A.”

2. Each of you, on behalf of your Plaintiffs Firm and the Clients represented, has conducted appropriate due diligence to verify that the information pertaining to your Clients is accurate. Separately, all the Plaintiffs Firms agree to be bound by the data set forth in the Claimant Schedule for purposes of allocation of recoveries from this Representation.

3. On a broad level, and as reflected in articles provided as Composite Enclosure “B,” a trend has evolved in the nursing home industry toward utilizing corporate shells and insolvency laws to place assets beyond the reach of nursing home negligence victims and their lawyers. Rather than raising the standard of care to the level required as a matter of law, some nursing home conglomerates have engaged in structuring activities that may be actionable in their own right. This trend manifests itself in particular with respect to the Consulate Targets, because this business organization has disproportionate claims and

ANTHONY & PARTNERS

March 27, 2024

Page 3 of 10

has recently begun defaulting on its payment obligations under the Settlement Agreements without explanation. There is good cause to deem all payments under all Settlement Agreements to be at risk, and the nature, extent, and lack of explanation for missed payments is a basis for concluding that broad defaults are imminent. Your communications with one another lead A&P to the conclusion that all Clients are experiencing anticipatory repudiation by their specific obligors.

4. The Representation is focused on efficiently pursuing the Consulate Targets to collect on all the Claims, with a goal of presenting a credible threat to disrupt fraudulent transfer activities, bankruptcy planning, and any other impediment to collection. We have a general understanding that the Consulate Targets have surreptitiously engaged in a strategy of corporate reorganization, without properly advising the Florida Agency for Health Care Administration (“ACHA”) and claimants as required pursuant to Florida Statute §400.024, relevant portions of which is provided as Enclosure “C.” The fact that there are so many claims against the Consulate Targets, both liquidated and tied up in ongoing unresolved litigation, presents great cause for scrutiny at this time.

5. Although not publicized by the Consulate Targets themselves, the public has not overlooked the machinations that seem to place claimants such as the Clients at risk of not collecting sums due under their Settlement Agreements. A copy of a relevant article is provided as Composite Enclosure “D.”

6. Based upon the information currently available, theories of recovery against transferee entities include but are not limited to fraudulent transfer, veil piercing, alter ego, successor liability, mere instrumentality, de facto merger, deceptive and unfair trade practices, and unjust enrichment. We generally understand that at least two (2) attorneys who have negotiated Settlement Agreements with you all have played an integral role in structuring a corporate shell game, not merely as counsel but as management and equity interest holders in the Consulate Targets. Under the circumstances, they may have liability under a civil conspiracy theory, or under a theory of aiding and abetting fraudulent transfers. Discovery will show the extent to which these theories are likely to make the Clients whole for the current and anticipated defaults under the Settlement Agreements.

7. As we all recognize, a large amount of civil litigation is resolved consensually, and the aggregate amount of the Claims not only produces economies of scale in terms of our work, but also presents opportunities for collective bargaining as against the Consulate Targets and whoever may be masterminding the current strategy. Although we have not yet decided as a team of colleagues as to the best vehicle for advancing common objectives efficiently, we can all agree that the Representation will have a unitary focus, and that A&P will have no role in evaluating the specific merits of any specific Claims, or opining on the relative hypothetical claims of Clients vis-à-vis one another. A&P will focus on the Consulate Targets, and the causes of action to be asserted against them.

8. Any effort to maintain a representation en masse of Clients carries with it the possibility of disagreement as to objectives, strategies, and in particular settlement terms. The Representation is commenced with the recognition that primary responsibility for harmonizing objectives of the Clients must be placed upon the Plaintiffs Firms. However, A&P will have a singular threshold objective of maintaining impartiality as between all Clients, and recommending paths that are broadly consistent with the legitimate rights and reasonable expectations of all Clients.

B. Acceptance of Representation and Option to Add Plaintiffs Firms and Clients

A&P will undertake the Representation to collect on behalf of all the Clients, pursuant to the

ANTHONY & PARTNERS

March 27, 2024

Page 4 of 10

following business terms:

1. **Plaintiffs Firms as Agents:** Each of you, on behalf of your corresponding Plaintiffs Firm, by signing below where indicated is obligating your firm to act as agent to communicate with and direct the affairs of A&P in connection with the Representation, and to report back as required to each of the Clients of your corresponding Plaintiffs Firm, such that A&P's professional responsibilities to obtain client authority, keep the client involved and informed, and otherwise maintain the client relationship will rest with yourselves. Although I would be pleased to speak periodically with Clients if requested, it would seem most appropriate for A&P to focus on the Consulate Targets and for you to maintain the relationships with the Clients.

2. **Pro-Rated Hourly Rates:** My hourly rate is \$570. A&P's associates, Cameryn R. Lackey, Esquire, and Julia G. Traina, Esquire, have hourly rates of \$205 and \$180, respectively. We anticipate minimal additional involvement from additional A&P lawyers and paralegals depending upon how the Representation proceeds. However, monthly invoices will be allocated proportionately to each of the Plaintiffs Firms based upon the aggregate amount of Claims as reflected in the Claim Schedules. The objective in all instances is that the litigation expense associated with the Representation will correlate exactly with each of the Plaintiffs Firms' acknowledged stake in the outcome. Moreover, as a final point on this topic, unless agreed unanimously by all the Original Parties, the pro rata fee responsibility under this Engagement Contract, and commensurate distribution of proceeds derived from the Consulate Targets, shall be a mathematical computation consistent with the Claim Schedules.

3. **Supplemental Clients Opting In:** Each of you has confirmed that the Consulate Targets have created a universe of disappointment in recent months, and it is highly likely that there are other claimants against the Consulate Targets who would be appropriate to add as clients (collectively, the "Supplemental Clients"). Similarly, your colleagues at other firms (collectively, the "Supplemental Plaintiffs Firms") may have objectives similar to your own in terms of maximizing economies of scale and utilizing collective bargaining to achieve an enhanced result. If unanimously agreed by all the Plaintiffs Firms, and not objectionable by A&P on any ethical grounds such as conflict, A&P agrees that the Representation will expand to include the Supplemental Clients, provided that the corresponding Supplemental Plaintiffs Firms shall accede to the provisions of this Engagement Contract, thus accepting pro rata responsibility for the expenses of the Representation, and conversely becoming entitled to commensurate recovery as of the date of opting in. Because the addition of Supplemental Clients and the Supplemental Plaintiffs Firms can be fraught with difficulty, the entitlement of each of the Plaintiffs Firms to effectively veto opting in must be respected. On the other hand, all the Original Parties recognize that it is optimal to increase efficiency and collective bargaining power to the extent that this could be accomplished without creating an actual conflict, and the Original Parties will exercise good faith in evaluating opportunities to opt in. Although implicit in all the foregoing, if any of the existing Plaintiffs Firms commences a representation for a client that fits within the parameters of the Representation, such a client may be deemed a Supplemental Client pursuant to the terms hereof, including without limitation unanimous consent amongst the Plaintiffs Firms, and assumption of responsibility for litigation expenses and commensurate entitlement to pro rata recoveries. The condition of unanimous consent to the addition of a Supplemental Client and Supplemental Plaintiffs Firm reflects a genuine concern that once the Client group is fixed, dilution of the ultimate recovery is likely to be a problem. So, A&P is doing everything in its power to cause the parties to coalesce rapidly so that the Consulate Targets can be pursued as soon as possible.

4. **Trust Account:** A&P maintains a client trust account maintained by A&P (the "Trust Account"), and The Rules Regulating The Florida Bar govern my personal responsibility to maintain the

ANTHONY & PARTNERS

March 27, 2024
Page 5 of 10

Trust Account as a fiduciary for A&P, the Plaintiffs Firms, and the Clients. For purposes of convenience and transparency, all recoveries for the benefit of any Clients will be received into the Trust Account. A&P assumes as a given that each of the Plaintiffs Firms possesses a lien and security interest in any recoveries on behalf of their corresponding Clients, to secure their own compensation and reimbursement. All liens and security interests of the Plaintiffs Firms will expressly attach to proceeds of recoveries held in the Trust Account. It is parenthetically noted that A&P's retention by each of the Plaintiffs Firms is deemed to be subject to a de facto "letter of protection" customary in the profession, for the benefit of A&P. With all the foregoing having been noted, there shall be no disbursements from the Trust Account except pursuant to express written authority, specifically authorized in disbursement authorizations that must be executed by each of you on behalf of the Plaintiffs Firms. Assuming that the Trust Account experiences activity, each of the Plaintiffs Firms shall be entitled to access financial documents to the extent reasonably necessary to reconcile their own accounts, and to verify that A&P and I are properly fulfilling all fiduciary responsibilities. In the event of unresolvable deadlock in authority to disburse, A&P will have the right to interplead.

5. **Common Interest/Work Product/Attorney-Client Privilege/Trade Secrets:** The Original Parties agree, for themselves and all their Clients, that the attorney-client privilege arising under Florida Statute §90.504, and other applicable law, shall apply to all communications from A&P to the Plaintiffs Firms, and all communications directly or indirectly to Clients. Additionally, the work product doctrine shall apply to all work product generated in the course of the Representation and shared with the Plaintiffs Firms as part of our collective efforts for the Clients. Similarly, the common interest doctrine shall govern all communications that we share, on behalf of the Clients, whose common interests are the basis for our coalescence. Finally, certain information and documentation shared during the Representation will likely fall within the definition of trade secrets as well, subject to an equally high level of confidentiality. For all these overlapping reasons, the Plaintiffs Firms will join A&P in exercising care in admonishing Clients to refrain from disclosures that could compromise the objectives of all involved.

6. **Settlement Authority:** Notwithstanding any other provision of this Engagement Contract, A&P lacks express or apparent authority to compromise or settle any of the Claims, absent express written, unanimous, authority from the Plaintiffs Firms. Any such written authority must be communicated by unanimous settlement agreement, letter, e-mail, or text, provided that the terms and conditions of compromise or settlement are sufficiently clear to produce an enforceable settlement contract under Florida law. This Engagement Contract, governed by Florida law, carries with it a duty of good faith and fair dealing, such that no Client or Plaintiffs Firm shall unreasonably withhold consent to a compelling compromise for the purpose of extracting a greater percentage recovery than provided proportionately by reference to the Claimant Schedule: Haggling over relative distributions between and among Clients is understood to run counter to the common interest of the Representation, and is verboten. A&P has an express obligation to communicate all firm offers to Plaintiffs Firms, to the extent that they involve any of the Claims.

7. **Savings Clause:** To the extent that any provision pertaining to compensation and reimbursement of the Firms is found to be unenforceable, then the Original Parties, as well as any Supplemental Client, will deem this Engagement Contract to be modified in the manner most favorable to the Firms that is enforceable.

C. Terms of Engagement

A&P customarily collects an advance retainer from clients with whom we have not previously enjoyed a relationship; however, the nature of the Representation is such that no retainer is requested at this

ANTHONY & PARTNERS

March 27, 2024
Page 6 of 10

time. If payment delinquencies exist in the future, A&P may request a retainer to remedy established delinquencies.

In addition to the obligation for fees, the Plaintiffs Firms will be required to reimburse A&P for all costs incurred in connection with this Representation. Chargeable costs include expenses or disbursements for the following: travel; lodging; document duplication; courier and messenger services; long distance telephone tolls; user fees for computer research; fees paid to experts, court reporters, and other third parties; filing, recording, certification, and registration fees; postage more than first-class rate for an ordinary letter; and other extraordinary costs necessitated by client demand. Certain expenses might be appropriate for the Plaintiffs Firms to contract directly. However, it presently appears that costs anticipated for this Representation will be minimal. I would note that there are instances in which a forensic accountant can be essential to establishing liability of targets under fraudulent transfer, veil piercing, de facto merger, mere continuation, and related theories that may be implicated in this Representation: We will cross that bridge when we get to it.

The value of A&P's services in this Representation will be determined by the amount of time required to perform them; however, not every hour of A&P's time is worth the same. Factors affecting the value of services include the following: the importance of the matter and the results obtained; the novelty and difficulty of the relevant legal issues; the expertise required by the matter; the likelihood that representation will preclude other employment; the fee customarily charged by similarly skilled lawyers rendering comparable services in the Tampa Bay area; the time constraints imposed by either you or attendant circumstances; and the nature and duration of our professional relationship. Legal issues and factual conclusions that may impact the length and complexity of this Representation have been discussed and are treated herein as well. Unless fees are disputed by you at some future date, A&P will not seek an enhancement under these principles. It may however, in its sole discretion, discount fees in recognition of one or more of the foregoing factors.

D. Billing and Collection Practices

A&P's compensable work on the Representation will commence as of March 20, 2024, and the efforts to get into position to accept the Representation have been a pleasure to pursue.

Consistent with standard billing practices in this industry, A&P will send each of you regular monthly statements for all services rendered and costs incurred during the preceding month, at the e-mail addresses set forth above. Accompanying each monthly statement will be a pro rata allocation for each of the Plaintiffs Firms, explaining how the obligation has been calculated. Monthly statements will generally be issued on or before the tenth (10th) day of the month. If an invoice is not received by that time, please e-mail me directly so that we can investigate the issue. At present, we project that the first invoice will be issued on or before April 10, 2024.

If any of the Plaintiffs Firms object to any portion of any invoice, it must be done so in writing, delivered to me, via telecopier, certified mail, FedEx, or some other medium other than the U.S. Mail, so that there will be proof of transmission and receipt. If I do not personally receive any written objections signed by any of you regarding a given invoice within ten (10) days from the date of issuance of the invoice, you agree that the balance of the invoice is acceptable for all purposes contemplated under this Engagement Letter. Although A&P is always pleased to respond to any questions, comments, and corrections regarding any invoice, no oral communications will vary the terms of an invoice for purposes of this Engagement Letter absent formal notification of an objection. Billing and collection issues must be dealt with as rapidly and as clearly as any other issue important to this Representation.

ANTHONY & PARTNERS

March 27, 2024
Page 7 of 10

The Representation may be terminated at the discretion of you for any good faith reason. Conversely, A&P shall have the right to terminate its own Representation if (a) there is a matter of legal ethics that precludes A&P or its respective lawyers from continuing, (b) you make any decision during this Representation that A&P finds to be indicative of bad judgment that might prejudice the result, or (c) payment issues arise. If a payment issue arises with any of the Plaintiffs Firms, any portion of any unpaid invoice will be reallocated to the remaining Plaintiffs Firms, without prejudice to their respective rights to seek contribution from the defaulting Plaintiffs Firm.

This Engagement Contract provides A&P with extensive rights and remedies in the event of non-payment or delinquent payment; however, A&P may elect to refrain from using some or even all its rights and remedies. No forbearance by A&P from asserting any such right or remedy shall be construed under any circumstances as a waiver of A&P's right to insist upon complete performance under this Engagement Contract at any future time. Each of the Plaintiffs Firms understands that A&P will continue to rely upon each aspect of this Engagement Contract in representing the Clients prospectively.

E. Conflict Waiver Issues

This section of this Engagement Contract is intended to facilitate compliance by all the lawyers involved in the Representation on behalf of any of the Original Parties, and any additional lawyers who become involved on behalf of the Supplemental Clients and the Supplemental Plaintiffs Firms, with the ethical requirements that we each have to all Clients and Supplemental Clients. The representation of more than one client in connection with a single action presents the potential for conflicts of interest to arise. Specific guidelines on point are as follows:

Rule 4-1.7, Rules of the Florida Bar:

- (a) Representing Adverse Interests. Except as provided in subdivision (b), a lawyer shall not represent a client if:
 - (1) The representation of 1 client will be directly adverse to another client; or
 - (2) There is a substantial risk that the representation of 1 or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.
- (b) Notwithstanding the existence of a conflict of interest under subdivision (a), a lawyer may represent a client if:
 - (1) The lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
 - (2) The representation is not prohibited by law;
 - (3) The representation does not involve the assertion of a position adverse to another client when the lawyer represents both clients in the same proceeding before a tribunal; and
 - (4) Each affected client gives informed consent, confirmed in writing or clearly stated on the record at a hearing.
- (c) Explanation to Clients. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of the common representation and the advantages and risks involved.

A&P has determined that it is appropriate to proceed with this Representation in light of the totality of the circumstances presented. First, the interests of the Clients appear to be virtually coterminous as they relate to the Representation. Second, it would seem that we can efficiently and promptly address the common

ANTHONY & PARTNERS

March 27, 2024
Page 8 of 10

goals identified by the Clients and any Supplemental Client at the same competitive rate that is provided in the ordinary course. Third, should a dispute arise among the Clients, this Engagement Contract provides that each of the Plaintiffs Firms and potentially the Supplemental Plaintiffs Firms can exercise specific attention to the needs of its specific Clients or Supplemental Clients. Please share your own perspectives with your corresponding Clients, and document your files appropriately so that A&P can rely upon each of you with respect to conflict waiver considerations.

F. This Engagement Contract is Intended to be Legally Binding

A&P has no direct representations of private individuals in consumer matters, and this portion of this Engagement Contract is intended to address any issues that the Clients could conceivably raise directly with A&P, recognizing that the Plaintiffs Firms are not simply co-counsel but are also agents. In these regards, the following specific terms and conditions shall govern:

1. **Amendment and Waiver in Writing:** No provision of this Engagement Contract can be amended or waived, except by a statement in writing signed by the party against which enforcement of the amendment or waiver is sought. None of the Original Parties or Clients shall be entitled to assert a claim or defense in response to an actual breach of the contractual provisions of this Engagement Contract predicated upon a course of dealing, an oral or constructive waiver of express rights created hereunder, or an assertion of laches, absent a clear and unequivocal writing signed by all the Original Parties.

2. **Entire Agreement:** This Engagement Contract constitutes all the agreements and understandings between the Original Parties hereto regarding the Representation. This Engagement Contract supersedes any and all prior agreements and understandings regarding the Representation. This Engagement Contract was drafted with the joint participation of the Original Parties hereto and shall be construed neither more strongly against nor in favor of any of them, but, rather, in accordance with the fair meaning thereof.

3. **Applicable Law:** As noted above, the validity, construction and enforcement of this Engagement Contract shall be determined according to the substantive laws of the State of Florida without regard to conflicts principles.

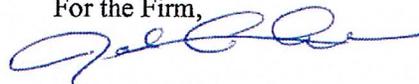
4. **Counterparts/Authority:** It is contemplated by the Original Parties that this Engagement Contract will be signed in counterparts and each shall constitute an original. Every individual participating in the Representation is executing this Engagement Contract in order to memorialize that each such participant is in accord with respect to the terms and conditions herein, and their recognition of their respective fiduciary responsibilities as counsel or as an officer, director, managing member, or other principal of a Party.

5. **No Jury Trial:** EACH OF THE ORIGINAL PARTIES AND CLIENTS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT THAT ANY OF THEM MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, ARISING OUT OF, UNDER, OR RELATED TO THIS ENGAGEMENT CONTRACT, ANY DOCUMENT REQUIRED OR CONTEMPLATED PURSUANT TO THE ENGAGEMENT CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OR OMISSIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE OTHER ORIGINAL PARTIES TO ENTER INTO THIS ENGAGEMENT CONTRACT.

ANTHONY & PARTNERS

March 27, 2024
Page 9 of 10

We appreciate the opportunity to work with each of you, advocate on behalf of the Clients, and maximize the recovery against the Consulate Targets as they attempt to evade the consequences of their own negligence, gross negligence, and/or related actionable misconduct. I pledge my very best efforts to earn the confidence that you have reposed in me and our team. I ask that you sign this Engagement Contract where indicated below, and return the same to me, so that we may be bound accordingly. I look forward to working with you.

For the Firm,

John A. Anthony

JAA
Enclosures

Accepted and Agreed to on this ___
day of March, 2024 by:

SPENCER L. PAYNE, ESQ.

[Executed Contract received]
Morgan & Morgan, P.A.

Accepted and Agreed to on this ___
day of March, 2024 by:

NATHANIEL P. CARTER, ESQ.

[Executed Contract received]
Your Insurance Attorney, PLLC

Accepted and Agreed to on this ___
day of March, 2024 by:

JON M. HERSKOWITZ, ESQ.

[Executed Contract received]
Baron & Herskowitz

Accepted and Agreed to on this ___
day of March, 2024 by:

DAMIAN D. MALLARD, ESQ.
SARA B. MALLARD, ESQ.

[Executed Contract received]
Mallard Perez, PLLC

Accepted and Agreed to on this ___
day of March, 2024 by:

WILLIAM. J. SARUBBI II, ESQ.
MICHAEL BREVDA, ESQ.

[Executed Contract received]
Senior Justice Law Firm

Accepted and Agreed to on this ___
day of March, 2024 by:

J. CLANCEY BOUNDS, ESQ.
J. BRENT SMITH, ESQ.

[Executed Contract received]
Bounds Law Group

Accepted and Agreed to on this ___
day of March, 2024 by:

KENNETH J. MCKENNA, ESQ.

Dellecker Wilson King

Accepted and Agreed to on this ___
day of March, 2024 by:

LINDSEY E. GALE, ESQ.

[Executed Contract received]
Domnick Cunningham & Yaffa

Accepted and Agreed to on this ___
day of March, 2024 by:

WILLIAM A. DEAN, ESQ.

[Executed Contract received]
Ford, Dean & Rotundo, P.A.

ANTHONY & PARTNERS

April 18, 2024
Page 10 of 10

Accepted and Agreed to on this ___
day of March, 2024 by:

KENNETH J. MCKENNA, ESQ.

[Executed Contract received]
Dellecker Wilson King

Accepted and Agreed to on this ___
day of March, 2024 by:

LINDSEY E. GALE, ESQ.

[Executed Contract received]
Domnick Cunningham & Yaffa

Accepted and Agreed to on this ___
day of March, 2024 by:

WILLIAM A. DEAN, ESQ.

[Executed Contract received]
Ford, Dean & Rotundo, P.A.

Accepted and Agreed to on this ___
day of March, 2024 by:

TERRY S. NELSON, ESQ.

[Executed Contract received]
Terry S. Nelson PA

Accepted and Agreed to on this ___
day of March, 2024 by:

MELVIN B. WRIGHT, ESQ.

[Executed Contract received]
Colling Gilbert Wright, PLLC

Accepted and Agreed to on this ___
day of March, 2024 by:

SCOTT P. DISTASIO, ESQ.

[Executed Contract received]
Distasio Law Firm, P.A.

Accepted and Agreed to on this ___
day of March, 2024 by:

STEVE WATREL, ESQ.

[Executed Contract received]
Coker Law Firm

Accepted and Agreed to on this ___
day of March, 2024 by:

JASON A. PAUL, ESQ.

[Executed Contract received]
Paul & Perkins, P.A.

Accepted and Agreed to on this ___
day of March, 2024 by:

BRIAN J. CONNELLY, ESQ.

Law Office of Brian J Connelly,
PLLC

Accepted and Agreed to on this ___
day of April, 2024 by:

CAMERON B.S. BARNARD, ESQ.

Cameron Barnard
Cameron Barnard (Apr 18, 2024 13:46 EDT)

Hughes and Barnard, PA

Enclosure “D”

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Thomas Graham
Thomas Graham (Apr 18, 2024 13:55 EDT)

Printed Name: Thomas Graham

Address: 4720 Great Western Lane South; Jacksonville, FL 32257

E-mail Address: linda.graham@cushwake.com

Telephone: 904-910-2268

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: Mindy stoltz

Address: 167 Balsam Dr Orlando FL 32807

E-mail Address: Bellboo143@yahoo.com

Telephone: (407)725-0816

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

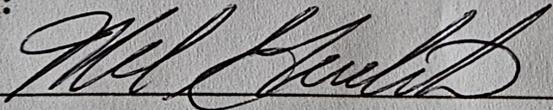
9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: Michael Guelich

Address: 295 GREENWOOD Rd, Curwensville, PA 16833

E-mail Address: JMGUELICH@Atlanticbb.net

Telephone: 814-592-0952

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: 
Signature: _____

Printed Name: Tyler Eagleson

Address: 28, Felter Ln, Palm Coast FL 32137, United States

E-mail Address: eagleson2310@yahoo.com

Telephone: (386) 569-0655

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:  2024-04-08 00:59:54 UTC - 184.91.160.31
Signature: _____
Nimlex AssureSign® 86c39533-851f-43ac-ae0e-b14801078996

Printed Name: Constance Brandt

Address: PO Box 100374 Palm Bay, FL 32910

E-mail Address: cambrandt@hotmail.com

Telephone: 321-446-6695

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, *de facto* merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a *pro rata* reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Cheryl Waggoner

Printed Name: Cheryl Waggoner

Address: 4850 North Rd.

E-mail Address: sherwaggon@gmail.com

Telephone: 239-225-3609

Title (if applicable): N/A

Company (if applicable): N/A

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: _____



Printed Name: Geraldine Hill

Address: 8730 N. Himes Ave., Apt 1008, Tampa, FL 1008

E-mail Address: hillgeraldine3@yahoo.com

Telephone: _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

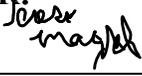
9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: Teresa Margraf

Address: 2415 17th Street West, Bradenton, FL 34205

E-mail Address: _____

Telephone: _____

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Don Howard

Printed Name: Don Howard, Jr. obo Don Howard, dec.

Address: 1027 Windridge Circle, Sanford FL 32771

E-mail Address: don.howard@mail.com

Telephone: (407) 687-5022

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Johnnie Mae Jones Shields

Printed Name: Johnnie mae Jones Shields

Address: 1320 Gateway Hills park Dr Unit 507 Ames, IA 50014

E-mail Address: mechelle.foster03@gmail.com

Telephone: 773-712-1700

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Danielle J. Anglade

Printed Name: DANIELLE J. ANGLADE

Address: 1201 SW 96th TER Pembroke Pines, FL 33025

E-mail Address: DJANGUA1957@HOTMAIL.COM

Telephone: 954-296-7493

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Laura Lee Knicley

Printed Name: Laura Knicley

Address: 381 Glendale Ave., Valparaiso, FL 32580

E-mail Address: LauraKnicley@gmail.com

Telephone: (850) 420-6195

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: Angela Pinkney

Address: 6202 Royal Poinciana Lane

E-mail Address: angela.pinkney66@gmail.com

Telephone: 954 296-5726

Title (if applicable): Mac Knight

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Yvonne E. Kolbe

Printed Name: Yvonne E Kolbe

Address: 3855 S Atlantic Ave #1006, Daytona Beach Shores, FL 32118

E-mail Address: Ykolbe@icloud.com

Telephone: 386-366-0785

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Date: April __, 2024 4/9/2024

Signature:  _____

Printed Name: Kendra Mize _____

Address: 2360 Duncil Lane Malabar, Florida 32950 _____

E-mail Address: flmizesr@aol.com _____

Telephone: 321-723-7708 _____

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: Electronically Signed
Gloria Mackey
Nintex AssureSign® 4d02eadc1-4616-4d98-971d-b14801099a0c
Signature: _____

Printed Name: Gloria Mackey

Address: 13542 Texas Woods Circle, Orlando, FL 32824

E-mail Address: gloriamackey@gmail.com

Telephone: 4078514064

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: _____

Printed Name: _____

Address: _____

E-mail Address: _____

Telephone: _____

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").
2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.
3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.
4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.
5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: Billy Manuel

Address: 4330 Street Lily Ln Manlin, NY 13104

E-mail Address: Billy.Manuel@gmail.com

Telephone: 678-428-3447

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Lydia Martinez

Printed Name: Lydia Martinez

Address: 7034 Fairfax Dr Port Richey Fl 34668

E-mail Address: lydiammartinez@hotmail.com

Telephone: 7275054777

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature:  _____

Printed Name: Charles Mazza

Address: 8080 Briantea Dr, Boynton Beach FL 33472

E-mail Address: Chuck42975@yahoo.com

Telephone: 561.542.7430

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Alberta Walls

Printed Name: Alberta Walls

Address: 1012 SE 6th Ave, Gainesville, FL 32601

E-mail Address: traylorw@gmail.com

Telephone: 352-301-2755

Title (if applicable): Mrs.

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Dedene Cuevas

Printed Name: Dedene Y Cuevas

Address: 6523 Babcock ST 33966

E-mail Address: Vegan93@yahoo.c

Telephone: (352) 284-3572

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature:  _____

Printed Name: Vickie McHenry

Address: 1501 Imperial Ave San Diego CA 92101

E-mail Address: pddidit85@gmail.com

Telephone: 407-766-3937

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: Electronically Signed 2024-04-15 16:05:35 UTC - 70.135.136.64
Donald McKenzie
Nintex AssureSign® 61b07597-62a7-405e-9a99-b148010a49c5
Signature: _____

Printed Name: Donald McKenzie

Address: 5000 MALLARD POND COURT, ORLANDO, FL 32808

E-mail Address: multiscient2020@yahoo.com

Telephone: 689-269-3542

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: Electronically Signed  2024-04-19 20:05:50 UTC - 186.196.86.6
Signature: Nintex AssureSign® 3ea3ef10-00a0-4eb5-b7fc-b15701489c8f

Printed Name: Melissa smith-woodhouse

Address: 331 Ferrar Court, Kissimmee, FL 34758

E-mail Address: mimicocoyummy@yahoo.com

Telephone: _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Shannon Castro

Printed Name: Shannon Castro

Address: 212 SE Scarlett Way

E-mail Address: Snappyfunstuff@gmail.com

Telephone: 386-915-8832

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature:  _____

Printed Name: _____ Eileen Miller _____

Address: 11304 SW 135 Ct, Miami, FL 33186

E-mail Address: Emteach1@aol.com

Telephone: 305-387-7143

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Carmen Millsap

Printed Name: Carmen Millsap

Address: 2092 South Sherwood Drive, Apt. K89, Valdosta, GA 31602

E-mail Address: cmillsap49@gmail.com

Telephone: 386-237-7549

Title (if applicable): Plaintiff

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature:  2024-04-19 18:49:18 UTC - 68.37.114.141
Nintex AssureSign® 831e95c-7790-4f6b-b513-b157012e389e

Printed Name: Anna Hollins

Address: 13345 Lauder St., Detroit, MI 48227

E-mail Address: ananiros1@comcast.net

Telephone: _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

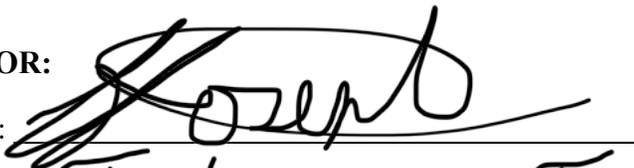
8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: 
Signature: _____

Printed Name: Julienne Joseph

Address: 1190 NW 131st Miami FL 33168

E-mail Address: JulienneJoseph@NetZero.com

Telephone: 786-657-6057

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

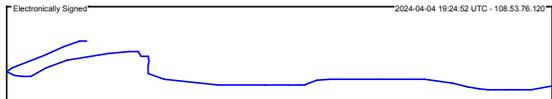
8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: 
Signature: _____

Printed Name: Donald Moran

Address: 30 spencer rd, Glen Ridge NJ 07028

E-mail Address: Vendo1961@yahoo.com

Telephone: 5515746175

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Darlene Murison

Printed Name: DARLENE MURISON

Address: 18255 Hottelot P. Charlotte FL 33948

E-mail Address: _____

Telephone: 941-743-4228

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Joshua R. Nielsen

Printed Name: Joshua R. Nielsen

Address: 2837 Sun Lake Loop Apt. 213 Lake Mary, FL 32746

E-mail Address: luckysmma125@gmail.com

Telephone: 352-918-6871

Title (if applicable): _____

Company (if applicable): _____

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Margaret Jones-Frison
Printed Name: Margaret Jones-Frison
Address: 614 Sanford Ave
E-mail Address: Margaret9877@aol.com
Telephone: 407-416-5479
Title (if applicable): MA
Company (if applicable): MA

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: David O'Berry (Apr 18, 2024 12:39 CDT)

Printed Name: David O'Berry

Address: 428 Amethyst Way Lake Mary, FL 32746

E-mail Address: daohuntmaster69@gmail

Telephone: 407-280-9258

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: Avram S. Oegar
Signature: Avram S. Oegar
Printed Name: AVRAM S. OEGAR
Address: 5230 NE 6 AVE
E-mail Address: AVRAMOEGAR@GMAIL.COM
Telephone: 954-903-8751
Title (if applicable): _____
Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights relating pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiff Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: *Orlando Ortiz*

Printed Name: ORLANDO ORTIZ

Address: 3281 ELIZABETH

E-mail Address: W111559043@SBCGlobal.net

Telephone: 1-313-204-4065

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Jerri L Owens

Printed Name: Jerri L Owens

Address: 425 W Tennessee St Apt M Florence Al 35630

E-mail Address: thejlo@att.net

Telephone: 8503413607

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Gonzalo Padron

Printed Name: Gonzalo padron

Address: 998 west 64 place Hialeah Florida 33012

E-mail Address: Gonzyp@hotmail.com

Telephone: 786-568-3833

Title (if applicable): Marina padron VS the floridean nursing and rehabilitation center

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: 
Signature: _____

Printed Name: John Paul

Address: 403 SE Baya Dr., Lake City, FL 32025

E-mail Address: jp6162994@gmail.com

Telephone: _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Karel Bennett

Printed Name: KAREL BENNETT

Address: 2033 Derbywood Drive, Brandon, FL 33510

E-mail Address: KARELSBENNETT@GMAIL.COM

Telephone: (813) 417-4710 ; (813) 681-9100

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Elizenda M. Pina

Printed Name: ELIZENDA M. PINA

Address: 2126 N Park Rd, Hollywood, FL 33021

E-mail Address: ellieTorres516@yahoo.com

Telephone: 786-262-8046

Title (if applicable): —

Company (if applicable): —

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

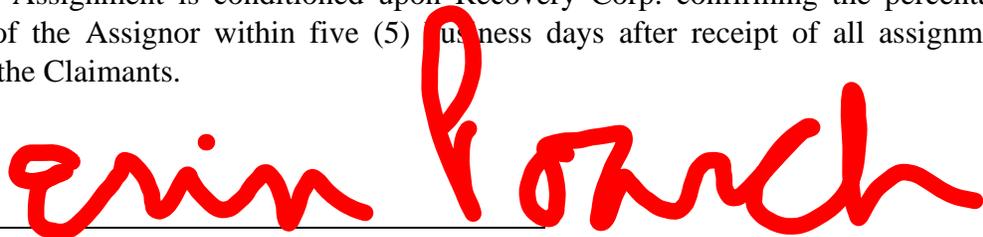
assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: _____



Printed Name: Erin A. Poarch

Address: 2225 Ballard Ave, Orlando, FL 32833

E-mail Address: erinpoarch@gmail.com

Telephone: (407) 617-6366

Title (if applicable): Plaintiff

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: .

Signature: 

Printed Name: Tiffany Bivins

Address: 2660 Old Bainbridge Rd. Apt #1305, Tallahassee, FL 32305

E-mail Address: tiffanybivins30@gmail.com

Telephone: (448)200-9482

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

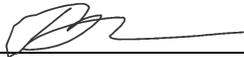
9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature:  _____

Printed Name: Brett Rigas obo Gail Rigas

Address: 55 W. Church St., #1913, Orlando FL 32801

E-mail Address: brigas@myhho.org

Telephone: (407) 616-8948

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Mrs. Nancy Roark

Printed Name: Nancy Roark

Address: 5081 Coral Wood Drive Naples, Fl. 34119

E-mail Address: nancyroark@msn.com

Telephone: 239-465-8795(C) 239-963-8636(H)

Title (if applicable): Personal Representative of Estate of Mary Ashley

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Laura Reyes
Signature: _____

Laura I Reyes
Printed Name: _____

535 Brittany L
Address: _____

kids4kidsclub@yahoo.com
E-mail Address: _____

7174210949
Telephone: _____

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Maria C. Herrera

Printed Name: Maria C. Herrera

Address: 1325 NE 140 ST. NM, FL. 33161

E-mail Address: mcarolinah69@aol.com

Telephone: 786-469-7759

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Annabelle Rios

Printed Name: Annabelle Rios as POA for Gloria Rojas

Address: 2490 Island Club Way, Orlando, FL 32822

E-mail Address: ajrios72@gmail.com

Telephone: (407) 580-9685

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Lesia A. Rucker
Printed Name: Lesia A. Rucker
Address: 2801 N. Rainbow BLVD, LV, NV 89108
E-mail Address: victorylesia@gmail.com
Telephone: 702-502-2160
Title (if applicable): N/A
Company (if applicable): N/A

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

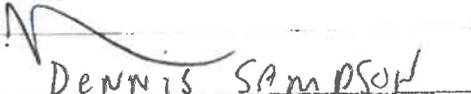
9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 
Printed Name: DENNIS SAMPSON
Address: 20 Grande Bay Drive Somers Point N.J. 08244
E-mail Address: D.SAMPSON.822@comcast.net
Telephone: 609 519 6000
Title (if applicable): NA
Company (if applicable): NA

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

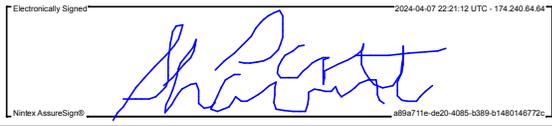
8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: 
Signature: _____

Printed Name: Sharon Scott

Address: 4090 Woodley Creek Rd. Jax., FL 32218

E-mail Address: skscottIII@comcast.net

Telephone: 904-910-5543

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

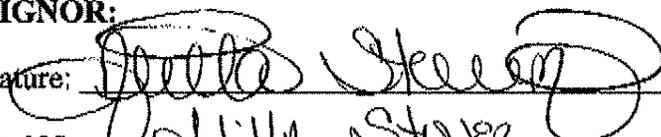
9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: Hilla Stover

Address: 712 E ANDERSON ST Jax Fla 32204

E-mail Address: o128stover@gmail.com

Telephone: 407-627-2598

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Lashell Taylor

Printed Name: Lashell Taylor

Address: PO BOX 31 PLYMOUTH, FL 32768

E-mail Address: nkc31976@gmail.com

Telephone: 407-405-6084

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this "Assignment") pertains to all claims (collectively, the "Assigned Claims") that the undersigned claimant (the "Assignor") possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the "Consulate Targets"). In connection with the Assignor's assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp."), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the "Claimants") who are parties to a series of settlement agreements (collectively, the "Settlement Agreements") with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the "Plaintiffs Firms").

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the "Assigned Settlement Agreement"), a copy of which is attached as Exhibit "A." The Assignor's counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the "Assignor Plaintiffs Counsel") continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the "Equity Interest"). The amount of the Assignor's Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the "Board"), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: _____

Printed Name: _____

MARIE CHANTALE LOUINE

Address: _____

7763 COLONY LAKE DR BOYNTON BEACH FL 33436

E-mail Address: _____

chantalouine1980@gmail.com

Telephone: _____

561-344-0074

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

DocuSigned by:
Michael D. Thompson
E077E591880A43C...

Signature: _____

Printed Name: Michael D. Thompson

Address: 13971 Windrush Court, Apt 5, N. Fort Myers, FL 33903

E-mail Address: ddtcat@gmail.com

Telephone: (239) 333-6657

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Linda M. Tillman

Printed Name: Linda M. Tillman

Address: 9537 Weldon Circle, Apt 401, Tamarac, FL 33321

E-mail Address: Writer54sailor@gmail.com

Telephone: 954-574-7304

Title (if applicable): Writer/Property Mgr.

Company (if applicable): Self-employed

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature:  _____
Jennifer Varela (Apr 18, 2024 13:34 EDT)

Printed Name: Jennifer Varela

Address: 233 Ellsworth Circle

E-mail Address: Jennifer_varela@yahoo.com

Telephone: 321 228 9443

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Rodney C. Vargas

Printed Name: Rodney C. Vargas

Address: 2510 Wiley Court, Hollywood, FL 33020

E-mail Address: tmf2287@gmail.com

Telephone: 305-345-5145

Title (if applicable): Personal Representative of Gerardo Vargas

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR: Electronically Signed 2024-04-08 17:27:19 UTC - 142.197.141.244
Juanita Davila
Nintex AssureSign® ada329e6-934b-41e0-adcf-0148010df0e_
Signature: _____

Printed Name: Juanita Davila

Address: 3202 Espinosa Dr. Apt 111, Kissimmee, FL 34741

E-mail Address: juanidavi4@aol.com

Telephone: 407-520-7057

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

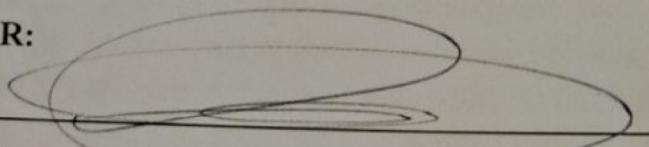
9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: _____



Printed Name: _____

JAMES L. WALKER



Address: 12555 BISCAYNE BLVD. 33191#880

E-mail Address: JMSLWALKER@GMAIL.COM

Telephone: 786-337-0733

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

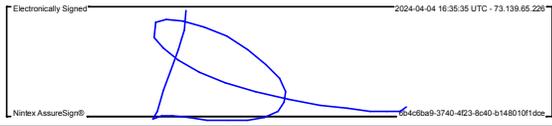
8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:  Electronically Signed 2024-04-04 16:35:35 UTC - 73.139.65.229
Signature: Nimlex AssureSign® 654c8ba9-3740-4f23-8c40-b148010f1dca

Printed Name: Dennis Walker

Address: 1387 NW 27th Ave Fort Lauderdale Florida 33311

E-mail Address: dennistoo@gmail.com

Telephone: 954 560 6375

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Susan B Whitcomb

Printed Name: Susan B Whitcomb

Address: 755 S. 5th St Macclenny FL 32063

E-mail Address: _____

Telephone: 904 616-0922

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

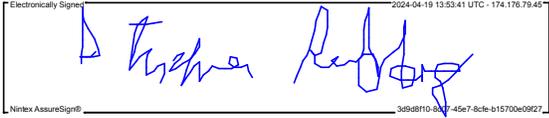
8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:  Electronically Signed 2024-04-19 13:53:41 UTC - 174.178.79.45
Nimex AssureSign® 3d9d8f10-8d07-45e7-8c1e-b15700e09527

Printed Name: Stephania Redding

Address: 2459 Blackshire Road jacksonville Fl 322

E-mail Address: 123pastorredding@gmail.com

Telephone: 9045208281

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: Mindy stoltz

Address: 167 Balsam Dr Orlando FL 32807

E-mail Address: Bellboo143@yahoo.com

Telephone: (407)725-0816

Title (if applicable): _____

Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: Howard Williams

Printed Name: Howard Williams

Address: 2002 Westwood Circle, Kissimmee FL 34746

E-mail Address: None

Telephone: (407) 414-2067

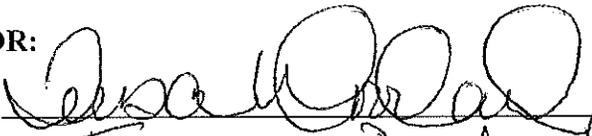
Title (if applicable): _____

Company (if applicable): _____

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:
Signature:  / P.O.A.
Printed Name: Teresa Woodard
Address: 1017 Marsh ave Apt 406
E-mail Address: TeresaWood1971@gmail.com
Telephone: 239-362-4495
Title (if applicable): _____
Company (if applicable): _____

ASSIGNMENT OF CLAIM AND CORPORATE PROXY

This Assignment of Claim and Corporate Proxy (this “Assignment”) pertains to all claims (collectively, the “Assigned Claims”) that the undersigned claimant (the “Assignor”) possesses or may possess against Consulate Healthcare, its affiliates, subsidiaries, transferees, alter egos, related entities, and management individuals (collectively, the “Consulate Targets”). In connection with the Assignor’s assignment of the Assigned Claims to Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), reference is made to the following:

1. The Assignor is among numerous claimants (collectively, the “Claimants”) who are parties to a series of settlement agreements (collectively, the “Settlement Agreements”) with one or more of the Consulate Targets, based upon nursing home negligence, medical malpractice, wrongful death, or other tort claims that were settled. In all instances, the Claimants have been represented by a series of law firms specializing in the prosecution of civil claims pertaining to nursing home negligence, medical malpractice, wrongful death, or other tort claims (collectively, the “Plaintiffs Firms”).

2. Consistently with the foregoing, the Assignor retained one of the Plaintiffs Firms for representation, culminating in execution of one of the Settlement Agreements (the “Assigned Settlement Agreement”), a copy of which is attached as Exhibit “A.” The Assignor’s counsel of record is indicated on the Assigned Settlement Agreement, and counsel (the “Assignor Plaintiffs Counsel”) continues to represent the Assignor.

3. Through no fault of the Assignor, there is good cause to believe that payments due or coming due under the Assigned Settlement Agreement will not be paid. Moreover, it has become apparent to all the Plaintiffs Firms that future payments under all the Settlement Agreements is highly unlikely. The reason for existing defaults and anticipatory repudiation under the Settlement Agreements is the transfer of assets away from the business entities obligated for payment under the Settlement Agreements.

4. The Assignor seeks to assign the Assigned Settlement Agreement, and all rights arising thereunder, including rights to recover against transferees, management, and any other parties responsible for causing defaults under the Assigned Settlement Agreement, to the Recovery Corp. In consideration for this Assignment, the Assignor is receiving an equity interest in the Recovery Corp. (the “Equity Interest”). The amount of the Assignor’s Equity Interest is commensurate with the amount due under the Assigned Settlement Agreement in relation to the aggregate face value of unpaid settlement obligations arising under all the Settlement Agreements.

5. As a shareholder of the Recovery Corp., effective as of the date of its formation, the Assignor hereby consents to the appointment of the board of directors of Recovery Corp. (the “Board”), consisting of lead trial counsel for each of the Plaintiffs Firms, including the Assignor Plaintiffs Counsel as indicated above. The Board shall have authority for representing the interests of all Claimants, to the extent that such Claimants become shareholders of Recovery Corp. in connection with execution of assignment documents matching this Assignment in

substance and form. The Assignor irrevocably assigns its voting rights to Assignor Plaintiffs Counsel, as a broad proxy regarding governance of Recovery Corp.

6. The Assignor recognizes that Recovery Corp. is retaining Anthony & Partners, LLC (“A&P”) as counsel of record to commence collection-related activities against the Consulate Targets, with the goal of recovering the full aggregate balance of sums due under the Settlement Agreements. A&P contemplates filing an initial lawsuit against the Consulate Targets (the “Consolidated Recovery Action”), as soon as conveniently possible. To initiate the engagement of A&P, the Plaintiffs Firms have commenced the engagement as a group, with the understanding that A&P’s client will be the Recovery Corp. when all assignment documents of all participating Claimants have been received. Just as the Assignor’s equity position in Recovery Corp. is commensurate with the amount due under its Assigned Settlement Agreement in relation to all others, so too are the Assignor’s rights to recover from any recovery achieved through litigation or alternative dispute resolution.

7. For purposes of this Assignment, the term “Assigned Claims” shall include not only contract rights arising under the Assigned Settlement Agreement, but also claims against third parties facilitating or causing the insolvency of the Consulate Targets, including claims for intentionally fraudulent transfers, constructively fraudulent transfers, alter ego/veil piercing liability, mere continuation liability, de facto merger, aiding and abetting fraud, breach of fiduciary duty, unjust enrichment, and other theories of recovery. Some or all of these Assigned Claims are commonly held by other Claimants, and will be pursued in the context of the Consolidated Recovery Action.

8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than litigation expense, Recovery Corp. will act as a “pass-through entity” for the benefit of all participating Claimants. Notwithstanding the fact that there will be no additional deductions from the Assignor’s ultimate distribution, the Assignor hereby reaffirms the terms and conditions of the Assignor’s engagement agreement with Assignor Plaintiffs Counsel. Assignor Plaintiffs Counsel will be compensated and reimbursed for litigation expense at the same time that disbursements are made to all Claimants.

9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. Second, without attenuating the first caveat, the Assignor recognizes that the Board and its selection of counsel A&P will have fiduciary duties to the Assignor and other Claimants regarding the governance of Recovery Corp. Third, to the extent that a Court of competent jurisdiction determines that any claims asserted hereunder are not assignable under the law, then the Assignor shall exercise best efforts to cure any defect necessary to achieve the benefit of the bargain. Failing that, the Assigned Claims shall revert back to the Assignor as provided by law, though the proceeds may be separately addressed or

assigned elsewhere.

10. By executing this Assignment where indicated below, the Assignor represents and affirms that the Assignor has authority to execute this Assignment, and is the sole owner of all rights arising pursuant to the Assigned Settlement Agreement. There are no other terms and conditions of this Assignment, written or oral. This Assignment is irrevocable, in the absence of express written consent by all Claimants, all Plaintiffs Firms, and Recovery Corp., because all such parties are identifiable third-party beneficiaries with respect to the same. Any dispute regarding the negotiation, execution, performance, or breach of this Assignment shall be adjudicated, under Florida law, in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida. **All rights to jury trial regarding any such litigation are expressly waived, whatever they may be, as a material condition of this Assignment and the events and circumstances contemplated above.**

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged and conceded, the Assignor hereby assigns, transfers, and sets over unto Recovery Corp. all the Assigned Claims, and all other consideration referenced above, with the express proviso that this Assignment is conditioned upon Recovery Corp. confirming the percentage equity position of the Assignor within five (5) business days after receipt of all assignment documents from the Claimants.

ASSIGNOR:

Signature: 

Printed Name: Jennie Zayas

Address: 424 W. Oakdale Ave Apt 305 Chicago IL 60657

E-mail Address: Jennieszayas@gmail.com

Telephone: 773-603-3169

Title (if applicable): _____

Company (if applicable): _____

Exhibit “B”



mwe.com

Nathan Bull
Attorney at Law
nbull@mwe.com
+1 305 347 6506

September 15, 2024

VIA EMAIL

John A. Anthony, Partner
Anthony & Partners, LLC
100 South Ashley Drive, Suite 1600
Tampa, Florida 33602
janthony@anthonyandpartners.com

Re: *In re LaVie Care Centers, LLC, et al.*, Case No. 24-55507 (PMB) (Bankr. N.D. Ga.)

Dear John:

As you know, we represent the Debtors in the above-captioned Chapter 11 proceedings. As we advised you earlier this week, we believe that the assignments of rights purportedly made by the Florida Claimants¹ to Recovery Corp were not made in compliance with Florida law, and thus are invalid and without effect. The invalidity of the assignments raises serious questions regarding Recovery Corp's conduct in these proceedings, and its standing to proceed here and in the Miami Action.

First, assignments or transfers of structured settlement payment rights under Florida law are governed by Florida's Structured Settlement Protection Act (the "SSPA"), Fla. Stat. § 626.99296 *et seq.*, which imposes certain requirements for any assignment or transfer to be valid, including required disclosures and court approval. Specifically, Section 3(a) of the SSPA provides that "[a] direct or indirect transfer of structured settlement payment rights is not effective and a structured settlement obligor or annuity issuer is not required to make a payment directly or indirectly to a transferee or assignee of structured settlement payment rights unless the transfer is authorized in advance in a final order by a court of competent jurisdiction[.]" Any transfer not made in compliance with the SSPA renders the transfer ineffective and subjects the transferee to injunctive relief, penalties, and any other remedies determined by the court.

Second, the assignment and transfer of the Florida Claimants' right to settlement payments are clearly subject to the SSPA. The exemplar Assignment of Claim and Corporate Proxy attached to the Complaint in the Miami Action is governed by Florida law, and the SSPA defines "structured settlement" as "an arrangement for periodic payment of damages for personal injuries established by settlement or

¹ For ease of reference, capitalized terms used but not otherwise defined herein have the meanings given to them in the various pleadings filed by Healthcare Negligence Settlement Recovery Corp. in the chapter 11 cases.

Page 2

judgment in resolution of a tort claim,” and defines “structured settlement payment rights” to mean “rights to receive periodic payments, including lump-sum payments under a structured settlement . . . from the structured settlement obligor[.]”

Third, the Debtors have not seen any evidence that the assignments received the required court approval. In our conversation this week, you conceded that no such court approval had been sought or obtained. The disclosures in the exemplar Assignment Agreement attached to the Complaint in the Miami Action are also inadequate and could not satisfy the SSPA even if Recovery Corp had sought court approval. Accordingly, all of the purported assignments of settlement payment rights by the Florida Claimants to Recovery Corp are invalid and without effect. *See, e.g., First Providian, LLC v. Evans*, 852 So. 2d 908, 908 (Fla. Dist. Ct. App. 2003); *Talcott Resol. Life Ins. Co. v. Novation Cap. LLC*, 261 So. 3d 580, 584 (Fla. Dist. Ct. App. 2018); *R & Q Reinsurance Co. v. Rapid Settlements, Ltd.*, No. 06-CV-14329, 2007 WL 2330899, at *3 (S.D. Fla. Aug. 13, 2007); *Fid. & Guar. Life Ins. Co. v. Harrod*, No. 05-CV-02732, 2007 WL 2781932, at *1 (D. Md. Mar. 6, 2007).

Fourth, Recovery Corp’s standing to pursue claims in the Bankruptcy Proceeding and the Miami Action is predicated on the valid assignment of the Florida Claimant’s claims and rights to payment from their settlement agreements with the Debtors. Because those Assignments are invalid and ineffective under Florida law, Recovery Corp has no right, title, or interest in or to the settlement agreements and judgments it seeks to enforce against the Debtors. *See In re Approval of Transfer of Structured Settlement Payment Rts.*, 2005 WL 3963846, at *2; *Harrod*, No. 05-CV-02732, 2007 WL 2781932, at *1. Accordingly, Recovery Corp lacks standing to pursue claims as a creditor or plaintiff in either action, and cannot participate in the Bankruptcy as a “Party-in-Interest” under 11 U.S.C.A. § 1109. *See, e.g., In re Gerard*, No. 18-67328-BEM, 2020 WL 272756, at *6 n.6 (Bankr. N.D. Ga. Jan. 17, 2020); *In re Alpha Nat. Res. Inc.*, 544 B.R. 848, 854-56 (Bankr. E.D. Va. 2016); *In re Vega*, No. 6:10-AP-00299-KSJ, 2014 WL 2621118, at *4, 6 (Bankr. M.D. Fla. June 12, 2014); *In re Micron Devices, LLC*, No. 20-23359-LMI, 2021 WL 2021468, at *15 (Bankr. S.D. Fla. May 20, 2021).

Fifth, it has come to our attention that Anthony & Partners filed proof of claims on behalf of both Recovery Corp and the Florida Claimants with respect to the same underlying liability arising from the settlement agreements and judgments that were purportedly assigned by the Florida Claimants to Recovery Corp. The Debtors have serious concerns that these filings constitute knowingly false proof of claims, as clearly it cannot be the case that the purported assignors and assignees have equally valid interests to the purportedly assigned settlement payment rights. The Debtors also have concerns regarding the authority by Anthony & Partners to file such proof of claims on behalf of the Florida Claimants, and have propounded discovery that bears on this issue.

In light of the foregoing, we hereby demand that Recovery Corp withdraw the following by no later than **5:00 p.m. Eastern Daylight Time on September 17, 2024**: (1) any proof of claim filed on behalf of Recovery Corp in these proceedings, (2) all motions, objections and discovery filed or served in this proceeding by Recovery Corp and (3) the Complaint filed in the Miami Action. We also believe that Recovery Corp must immediately withdraw from its position on the Unsecured Creditors Committee.

Page 3

If you believe that any of our conclusions above are mistaken, please advise us of that prior to the September 17, 2024 deadline and we will make ourselves available. Otherwise, to the extent that Recovery Corp fails to make the required withdrawals, the Debtors will take all appropriate action. That may include, without limitation, obtaining appropriate redress before the Court and seeking sanctions.

We look forward to your prompt response.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan Bull", with a stylized flourish extending to the right.

Nathan Bull

cc: Daniel Simon, counsel to the Debtors
Emily Keil, counsel to the Debtors
Timothy Cramton, counsel to the Debtors
Larry Halperin, counsel to the Debtors, through the Independent Manager
Jonathan Adams, Office of the United States Trustee
Jeanene Trace, Office of the United States Trustee
Francis Lawall, counsel to the Committee
Deb Kovsky-Apap, counsel to the Committee
Leighton Aiken, counsel to DIP Lender and Omega
Rob Lemons, counsel to DIP Lender and Omega
Matthew Levin, counsel to DIP Lender and Omega
James Muenker, counsel to DIP Lender
Nicholas Lafalce, counsel to Recovery Corp
Cameryn Lackey, counsel to Recovery Corp
Ellen Uzonwanne, counsel to Recovery Corp

Exhibit “C”

ANTHONY & PARTNERS

ATTORNEYS AT LAW

813-273-5616

janthony@anthonyandpartners.com

100 S. ASHLEY DRIVE

SUITE 1600

Please reply to: TAMPA, FL 33602

Main: 813.273.5616

FAX: 813.221.4113

September 19, 2024

VIA E-MAIL: Nbull@mwe.com

Nathan M. Bull, Esquire
McDermott Will & Emery LLP
One Vanderbilt Avenue
New York, New York 10017

**Re: In re LaVie Care Centers, LLC, et al.
Bank. N.D. Ga., Chapter 11, lead case no. 24-55507-PMB
(the “Reorganizations”)**

Dear Nathan:

This letter is written on behalf of Healthcare Negligence Settlement Recovery Corp. (“Recovery Corp.”), and as such acknowledges receipt of (a) your letter dated September 15, 2024 (the “Standing Letter”), and (b) Debtors’ First Set of Requests for Production of Documents to Healthcare Negligence Settlement Recovery Corp., dated September 10, 2024, (c) Debtors’ First Set of Interrogatories to Healthcare Negligence Settlement Recovery Corp., dated September 10, 2024, (d) Debtors’ First Set of Requests for Admission to Healthcare Negligence Settlement Recovery Corp., dated September 10, 2024, (e) Debtors’ Second Set of Request for Production of Documents to Healthcare Negligence Settlement Recovery Corp., dated September 13, 2024, and (f) Debtors’ Second Set of Interrogatories to Healthcare Negligence Settlement Recovery Corp., dated September 13, 2024 (collectively, the “Standing Discovery”). You, Dan Simon, and I discussed the issue raised in the Standing Letter at (but outside of) mediation last Wednesday, September 11, 2024. Nicholas Lafalce and I discussed the Standing Discovery with you and Dan again earlier today. As previously promised, this letter provides our summary of our good-faith position regarding the arguments raised in the Standing Letter and the proper response to the Standing Discovery, all enclosed herewith for easy reference of both you and copied parties below.

A. Background Facts

A bit of factual background is worth covering. A total of 100 nursing home negligence Florida Claimants (the “Florida Claimants”) reached a set of settlements with a total of 50 of the Debtors (the “Florida Debtors”), most of which operated nursing home facilities (the “Florida Transferred SNFs”) at the time that the settlements were reached. The aggregate amount of the settlements exceeded \$11,000,000, and about \$2,000,000 on the settlement agreements was paid in aggregate before the Florida Debtors joined with 232 other Debtors to initiate the pending Reorganizations.

Before the Reorganizations were initiated on June 2 and 3, the Florida Debtors formed Recovery Corp. to facilitate recovery of a set of claims against not only the Florida Debtors but also individuals and entities involved in fraudulently transferring the Florida Transferred SNFs so that the Florida Debtors would be unable to perform on their settlement obligations. A lawsuit in Miami (the

ANTHONY & PARTNERS

Nathan M. Bull, Esquire
September 19, 2024
Page 2 of 3

“Miami Action”) was brought pre-petition as a central venue to pursue all such claims, rather than asserting virtually identical claims against the same parties in 100 separate lawsuits tied to each of the Florida Claimants. This was a matter of convenience for all involved, and the Florida Claimants received an identical position in Recovery Corp. commensurate in all respects with their positions as claimants. For that reason, they were able to continue pursuing their direct claims in their separate lawsuits to liquidate judgments for the benefit of all involved, and as expressly contemplated at the time of formation. You may recall that you and Mr. Simon were frustrated about that back in May.

When the Reorganizations were commenced, the Florida Debtors joined with their parent debtor to initiate an adversary proceeding (the “105(a) Proceeding”) against Recovery Corp. As their counsel, you filed pleadings and papers seeking relief under Bankruptcy Code §§362(a) and 105(a) against Recovery Corp., acknowledging that Recovery Corp. is the assignee of the Florida Claimants. Ultimately, limited relief was granted, as you requested. Early in these Reorganizations, a bar date was set and an esoteric rubric was proposed and then implemented for filing proofs of claim. The deadline for filing was fixed at August 30.

Ten days after the bar date expired, you took the position for the first time that Recovery Corp. did not have standing to assert claims on behalf of the Florida Claimants, with the presumed intent that Recovery Corp.’s proof of claim would be disallowed. But you have not filed an objection to Recovery Corp.’s proof of claim, which is therefore presumptively valid. Separately, we have advised you that we were expressly authorized and directed by separate counsel for the Florida Claimants to take the prophylactic step of filing proofs of claim for each of them in an agency capacity, very similar to our involvement in the various Florida actions that each of them had initiated. To this, I generally understand that there have been some grumblings from your camp about whether the proofs of claim of Recovery Corp. and/or the Florida Claimants are compliant. All of this brackets how you describe Recovery Corp. and the Florida Claimants in other filings now of record in the Reorganizations, including the Ben Jones Declaration. In the original iteration of the Debtors “de facto consolidation” plan, the Debtors express concern that Recovery Corp. not obtain a better result than other creditors. Of course, this once again is a tacit admission that Recovery Corp. holds the single aggregate claim.

B. Specific Response to Standing Canard

In the Standing Letter, you take the position that Recovery Corp. lacks standing because the claim assignments of the Florida Claimants have not been approved by the Courts presiding over the various lawsuits brought by the Florida Claimants prior to formation of Recovery Corp. and commencement of the Miami Action. The basis for your contention is Florida Statutes §626.99296, and a litany of case law that you seem to believe supports the contention that a condition precedent to the effectiveness of the assignment has not occurred. Although any single response below to your canard would suffice, I offer all of them so that you will hopefully either put your argument in the form of a motion or objection (rather than a letter), or withdraw the Standing Discovery as not tied to any pending request for relief. And to be clear, we have previously asked you to do one or the other prior to writing this letter in good-faith discussions:

1. The statute referenced has no application to the assignment by the Florida Claimants to Recovery Corp., for reasons that we will not belabor.

ANTHONY & PARTNERS

Nathan M. Bull, Esquire
September 19, 2024
Page 3 of 3

2. Presumably because you either thought up this issue late or intentionally disclosed it late, there are some judicial estoppel issues inherent in raising this argument at this time.

3. In a manner keeping with the scope of authority of Recovery Corp. and our firm, and the filing both for the Florida Claimants and for Recovery Corp., the issue you have raised is of no consequence.

4. Sending a letter and five (5) pieces of discovery to our little firm in an attempt to develop issues that distract us from more important endeavors, like reading your midnight filing from Tuesday night, strikes us as not entirely proper. We all know that Mr. Dias negotiated each one of these deals, while he was aware of the machinations with the Florida Transferred SNFs, so we really do question the bona fides of the Debtors in making these arguments and inundating us with this material at a time that the Debtors contend to be so sensitive to the outcome of the case.

I need to head to a Creditors' Committee meeting in this case right now, but hope that the foregoing will suffice in responding to both the Standing Letter and the Standing Discovery. If not, please file (presumably at midnight) a motion to compel the Standing Discovery, an objection to one or more of the claims we filed, or some other paper that makes the Standing Discovery relevant to something other than the Standing Letter. But in closing, I would simply invite you to focus on the more crucial matters involved in these Reorganizations.

Sincerely,



John A. Anthony

JAA/eu
Enclosures

cc: Recovery Corp.
Andrew J. Ghekas, Esquire
Nicholas Lafalce, Esquire
Cameryn R. Lackey, Esquire
Francis Lawall, Esquire (e-mail: Francis.Lawall@troutman.com)
Deborah Kovsky-Apap (e-mail: Deborah.Kovsky@troutman.com)
Jonathan Adams, Office of the United States Trustee (e-mail: jonathan.s.adams@usdoj.gov)
Jeanene Treace, Office of the United States Trustee (e-mail: jeneane.treace@usdoj.gov)

N O O E N O O E D S O A O E S B A N O O O O O O O O O O O O
N O O O O E N D S O O O O O O F G E O O G O A
A O L A N O A D O O S O O N

In re:)	
)	Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> ,)	Case No. 24-55507 (PMB)
Debtors. ¹)	(Jointly Administered)
)	
)	
)	

**DEB O O S O F O O S O SE O O F O E O O E S F O O O O D O O O O O N O F D O O O M E N O S O O
O E A L O O O A O E NEGL O GEN O E SE O O L E M E N O O E O O O E O O O O O O**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure and Rule 7034 of the Federal Rules of Bankruptcy Procedure, LaVie Care Centers, LLC (“LaVie”) and certain of its affiliates and subsidiaries, as debtors and debtors-in-possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), hereby requests that Healthcare Negligence Settlement Recovery Corp. produce for inspection and copying all of the documents, writings, electronically stored information, and things specified herein in its possession, custody of control, in accordance with the Federal Rules of Bankruptcy Procedure, the Federal Rules of Civil Procedure, and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Georgia (collectively, the “Rules”), and consistent with the Definitions and Instructions set forth below, within thirty (30) days after service of these Requests or as otherwise agreed by the parties.

¹ The last four digits of LaVie Care Centers, LLC’s federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/LaVie>. The location of LaVie Care Centers, LLC’s corporate headquarters and the Debtors’ service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

In light of the Debtors' ongoing good faith efforts to respond to the discovery requests made by Recovery Corp. and provide fulsome responses and document productions in advance of the hearing currently scheduled for September 30, 2024, the Debtors request that Recovery Corp. similarly provide responses to these and the Debtors' other discovery requests prior to that date.

DEFINITIONS

1. "You" or "Recovery Corp." means and refers to Healthcare Negligence Settlement Recovery Corp., together with any past or present shareholders, officers, directors, employees, accountants, attorneys, or other agents of Recovery Corp.

2. "Assignment" means and refers to any purported assignment of Claims by any of the Florida Claimants to Recovery Corp., including, without limitation, the purported assignment of Claims described in Paragraph 14 of the Complaint filed in the Miami Action.

3. "Authorization" means and refers to the authorization of a direct or indirect transfer of structured settlement payment rights in a final order by a court of competent jurisdiction pursuant to and accordance with Florida's Structured Settlement Protection Act, Florida Statute § 626.99296, *et seq.*

4. "Claims" means and refers to any and all claims, causes of action, and/or other rights, including, without limitation, the rights to any payments or amounts owing under a settlement agreement, that any individual Florida Claimant, or their authorized representative acting on their behalf under power of attorney or on behalf of their probate estate, purportedly assigned or transferred to Recovery Corp., including, without limitation, the Claims described in Paragraph 11 of the Complaint filed in the Miami Action.

5. “Claimant Register” means and refers to the schedule attached as Exhibit C to the Complaint filed in the Miami Action, which lists the name of each Florida Claimant, the name of the Florida Claimant or their personal representative or person authorized by Power of Attorney as Releasor of their Claims, the Defendant Entity, Settlement Date and Amount, and Outstanding Amount, numbered 1-97. A true and correct copy of the Claimant Registrar is attached hereto as **Exhibit A**.

6. “Florida Claimants” means and refers to the Florida-based claimants who assigned their Claims to Recovery Corp. as listed in the Claimant Registrar and as defined as the “Claimants” in Paragraph 11 of the Complaint filed in the Miami Action.

7. “Document” or “document” shall be construed in the most comprehensive and inclusive sense permitted by Rule 34 of the Federal Rules of Civil Procedure, and shall include the original and any copy of any and all writings as that term is defined in Federal Rule of Evidence 1001, and including, without limitation, letters, minutes, correspondence, social media messages, telegrams, bulletins, instructions, charts, literature, work assignments, reports, memoranda, notes, contracts, agreements, inter-office communications, notebooks, drafts, studies, notices, summaries, books, graphs, photographs, data sheets, data compilations, tapes, sound recordings, telephone messages, including “text” messages, e-mails and all data stored in electronic form or accessible through computer or other electronic information retrieval systems, including all metadata, together with instructions and all other materials to use or interpret such data. The term “Document(s)” also includes any message sent electronically, including, without limitation, any message sent via cell phone (including, without limitation, smart phones, iPhones, or Android phones), electronic tablet (including, without limitation, iPads or Android tablets), text, Blackberry Messenger, Facebook messenger, Google Chat, Google Talk, GroupMe, Jabber, Line, iMessage,

Skype, Slack, Snapchat, Telegram, Viber, WeChat, or WhatsApp. This definition covers both external and internal communications.

8. “Miami Action” means and refers to the legal action Recovery Corp. brought against certain Debtors and other defendants in the Civil Division of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, on April 22, 2024, captioned *Healthcare Negligence Settlement Recovery Corp. v. 5405 Babcock Street Operations, LLC et al.*, No 2024-0007342-CA-01.

9. “Settlement” or “Settlements” mean and refer to any settlement memorialized by the Settlement Documents (as defined in Paragraph 13 of the Complaint filed in the Miami Action) and reflected in the Claimant Register. Each particular Settlement may be identified in the Requests as “Settlement No. ___” based on the corresponding number listed in the Claimant Register.

NS□□□□□NS

1. You must produce responsive, non-privileged Documents in response to the Requests below in accordance with Your obligations under the Rules, including, specifically, under Rule 34 of the Federal Rules of Civil Procedure.

2. Except as stated otherwise, in responding to the Requests You must furnish all responsive Documents in Your possession, custody, or control, including Documents in the possession, custody, or control of any affiliated entities, officers, directors, employees, agents, representatives, attorneys, investigators, auditors, consultants, accounts, and other persons acting or purporting to act on Your behalf.

3. The Requests seek production of all responsive Documents in their entirety, along with any attachments, drafts and non-identical copies, including, without limitation, copies that differ by virtue of handwritten or other notes or markings.

4. If, for any Request, no responsive information or Documents are in Your possession, custody, or control, You must expressly and specifically state so in Your response to any such Request.

5. If any Document responsive to the Requests was, but is no longer, in Your possession, custody, or control, or is no longer in existence, state whether it is: (i) missing or lost; (ii) destroyed; (iii) transferred voluntarily or involuntarily to others, and, if so, to whom; or (iv) otherwise disposed of to the extent reasonably possible and appropriate.

6. If any Document that is potentially responsive to any Request is withheld under any claim(s) of privilege or work product protection, please provide a written list describing the Document so withheld to include, without limitation, the following information: (i) date; (ii) name of the person or other entity who or which drafted, authored or prepared it; (iii) title; (iv) name of the person or other entity to whom the Document was addressed; (v) name of each person or entity to whom the Document, or any copy, was either directed, addressed, sent, delivered, mailed, given or in any other manner disclosed; (vi) a statement of the ground or grounds on which each such Document is considered to be privileged from production; and (vii) a brief description of the subject matter of the document—unless otherwise specified by mutual agreement of the Parties or as directed by the Court.

7. If a portion of an otherwise responsive Document contains information subject to a claim of privilege, such portion of the Document subject to a claim of privilege may be redacted from the Document so that the rest of the Document can be produced. Any such Documents shall

bear notations reflecting where portions were redacted. If Documents requested below are produced in a redacted version, identify each Document that has been redacted and set forth the basis or grounds for the redaction in sufficient detail.

8. For standard Documents, emails, and presentations originating in electronic form, Documents should be produced as TIFF images for paper Documents, with a delimited text file containing the following extracted metadata fields: (i) Beginning Production (or Bates) Number; (ii) Ending Production Number; (iii) Beginning Attachment Range; (iv) Ending Attachment Range; (v) Custodian; (vi) Original Location Path; (vii) Email Folder Path; (viii) Document Type; (ix) Author; (x) Title; (xi) File Name; (xii) File Ext; (xiii) File Size; (xiv) MD5 Hash; (xv) Date Last Modified; (xvi) Date Created; (xvii) Date Sent; (xviii) Time Sent [HH:MM:SS]; (xix) MessageID; (xx) Date Received; (xxi) From; (xxii) Recipients; (xxiii) Copyees; (xxiv) Blind Copyees; (xxv) Pages; (xxvi) Email Subject; (xxvii) Calendar Start Date; (xxviii) Calendar End Date; (xxix) Native link path; and (xxx) Extracted Text (not OCR Text) produced as separate .TXT files.

9. Additional special processing of certain electronically stored information will be as follows: Microsoft Excel spreadsheet fields will not be converted to TIFF files and will be produced in native format. A placeholder TIFF image will be created, Bates numbered, and the produced Excel file will be renamed to match the Bates number on its corresponding placeholder page. The exception will be for redacted spreadsheets which will be produced in TIFF format. Images for the redacted spreadsheets will display the content in the same manner as if it were printed. The extractable metadata and text will be provided for native files, and OCR will be provided for the un-redacted portions of the Documents.

10. Whenever appropriate, the singular form of a word shall be considered to include within its meaning the plural form of the word, and vice versa; the neuter form of a pronoun shall be considered to include within its meaning the masculine and feminine forms of the pronoun and vice versa; and the use of any tense of any verb shall be considered to include within its meaning all other tenses of the verb. In each such instance, the Request shall be construed so as to furnish the most complete and inclusive response.

11. If You object to any Request, in whole or in part, You must with specificity the reason for that objection.

REASONS FOR DENYING DEMANDS

1. Documents sufficient to show any and all Assignments of Claims by any Florida Claimant to Recovery Corp.

2. Documents sufficient to show the Authorization received, if any, in connection with any Assignment.

Dated: Miami, Florida
September 10, 2024

MEMORANDUM EME LLC

/s/ Nathan M. Bull
Nathan M. Bull (*pro hac vice*)
333 SE 2nd Avenue, Suite 4500
Miami, FL 33131
Telephone: (305) 358-3500
Email: nbull@mwe.com

- and -

Daniel M. Simon (Georgia Bar No. 690075)
1180 Peachtree St. NE, Suite 3350
Atlanta, Georgia 30309
Telephone: (404) 260-8535
Email: dsimon@mwe.com

- and -

Emily C. Keil (admitted *pro hac vice*)
Jake Jumbeck (admitted *pro hac vice*)
Catherine Lee (admitted *pro hac vice*)
444 West Lake Street, Suite 4000
Chicago, Illinois 60606
Telephone: (312) 372-2000
Email: ekeil@mwe.com
jjumbeck@mwe.com
clee@mwe.com

- and -

Timothy C. Cramton (*pro hac vice application
forthcoming*)
One Vanderbilt Avenue
New York, New York 10017
Telephone: (212) 547-5400
Email: tcramton@mwe.com

Counsel for the Debtors and Debtors-in-Possession

E □ □ □ B □ □ A

CLAIMANT REGISTER

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
1	Stacey Abel , as Personal Representative of the Estate of Bebee Abel	Abel, PR	5405 Babcock Street Operations, LLC; Epsilon Health Care Properties, LLC; CMC II, LLC; Lavie Care Centers, LLC	09/21/22	\$ 125,000	\$ 32,875
2	Sharon Acevedo	Acevedo, Releasor	1120 West Donegan Avenue Operations, LLC	07/09/22	\$140,000	\$ 81,667
3	Jacqueline D. Aker , as Personal Representative of the Estate of Kevin R. Aker	Aker, PR	6700 N.W. 10th Place Operations, LLC	03/02/23	\$ 75,000	\$ 75,000
4	Marie Cherisier , as Personal Representative of the Estate of Philomene A. Antoine	Cherisier, PR	4200 Washington Street Operations, LLC	02/14/23	\$ 75,000	\$ 75,000
5	Nancy Roarck , as Personal Representative of the Estate of Mary Ashley	Roarck, PR	777 Ninth Street North Operations, LLC	06/23/22	\$ 150,000	\$ 150,000
6	Harry Barrett	Barrett, Releasor	11565 Harts Road Operations, LLC	07/06/22	\$ 140,000	\$ 81,667
7	Norma Barry , as Power of Attorney for John Barry	Barry, PoA	2826 Cleveland Avenue Operations, LLC	07/09/21	\$ 50,000	\$ 50,000
8	Jechiel Bershadski , as Power of Attorney for Nelia Bershadski	Bershadski, PoA	777 Ninth Street North Operations, LLC	11/21/23	\$ 85,000	\$ 85,000
9	Connie Blair as Personal Representative of the Estate of Bobby Blair	Blair, PR	3001 Palm Coast Parkway Operations, LLC	05/31/22	\$ 140,000	\$ 81,667
10	Corrado Burdieri , as Personal Representative of the Estate of Theresa Mary Burdieri	Burdieri, PR	North Fort Myers Facility Operations, LLC; Consulate Facility Leasing, LLC	09/07/21	\$ 250,000	\$ 250,000
11	Gerard Celestin , as Personal Representative of the Estate of Sylvia Celestin	Celestin, PR	Miami Facility Operations, LLC	11/08/22	\$ 175,000	\$ 175,000
12	Michelle Stawicki , as Personal Representative of the Estate of Nancy A. Cherba	Stawicki, PR	710 North Sun Drive Operations, LLC; Lavie Care Centers, LLC	09/12/23	\$ 85,000	\$ 85,000

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
13	Jennifer Varela , a Personal Representative of the Estate of Rosenda Clavijo	Varela	Kissimmee Facility Operations, LLC	04/18/24	\$ 150,000	\$ 150,000
14	Gwendolyn Cage , as Personal Representative of the Estate of Doneatha Cobb	Cage, PR	1010 Carpenters Way Operations, LLC	05/18/22	\$ 140,000	\$ 81,667
15	Joseph Cunningham , as Power of Attorney for Jeffrey J. Cunningham	Cunningham, PoA	741 South Beneva Road Operations, LLC	09/21/23	\$ 75,000	\$ 75,000
16	Jill R. Davis , as Personal Representative of the Estate of Larry R. Davis	Davis, PR	777 Ninth Street North Operations, LLC	06/29/23	\$ 65,000	\$ 65,000
17	Jill R. Davis , as Personal Representative of the Estate of Larry R. Davis	Davis, PR	North Fort Myers Facility Operations, LLC	04/13/23	\$ 85,000	\$ 85,000
18	Jose R. Diaz , as Personal Representative of the Estate of Jose Rafael Diaz	Diaz, PR	518 West Fletcher Avenue Operations, LLC; Epsilon Health Care Properties, LLC; Lidenskab LLC	07/26/23	\$ 100,000	\$ 100,000
19	Quenita L. Donald , as Personal Representative or the Estate of Charles Donald	Donald, PR	Jacksonville Facility Operations, LLC	04/05/24	\$ 75,000	\$ 75,000
20	Tracy Lynn Druelle , as Power of Attorney for Catherine Druelle	Druelle, PoA	6305 Cortez Road West Operations, LLC	07/13/22	\$ 140,000	\$ 81,667
21	Linda Solash-Reed , as Personal Representative of the Estate of Billy Joe Early	Solash-Reed, PR	710 North Sun Drive Operations, LLC; Epsilon Health Care Properties, LLC	11/24/20	\$ 125,000	\$ 125,000
22	Lesia A. Rucker , as Personal Representative of the Estate of Mildred G. Fluellen	Rucker, PR	3735 Evans Avenue Operations, LLC	03/09/23	\$ 50,000	\$ 50,000
23	Pamela Foster , as Personal Representative of the Estate of Mary Foster	Foster, PR	3001 Palm Coast Parkway Operations, LLC	03/01/23	\$ 75,000	\$ 75,000
24	Nola Gager , as Personal Representative of the Estate of Ehud Gager	Gager, PR	Kissimmee Facility Operations, LLC	07/13/22	\$ 140,000	\$ 81,667
25	Donald Garrett	Garrett [Releasor]	6700 N.W. 10th Place Operations, LLC	09/29/23	\$ 75,000	\$ 75,000

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
26	Albert J. Gates , III, as Personal Representative of the Estate of Shirley Gates	Gates, PR	9311 South Orange Blossom Trail Operations, LLC	02/03/23	\$ 75,000	\$ 75,000
27	Benny Gibson	Gibson [Releasor]	4641 Old Canoe Creek Road Operations, LLC	08/12/23	\$ 75,000	\$ 75,000
28	Thomas Graham , as Personal Representative of the Estate of Madeline Graham	Graham	Jacksonville Facility Operations, LLC	09/27/22	\$ 150,000	\$ 150,000
29	Mindy Stoltz , as Power of Attorney for John M. Griffin	Stoltz, PoA	3920 Rosewood Way Operations, LLC	04/03/23	\$ 75,000	\$ 75,000
30	Janelle J. Guelich , as Personal Representative of the Estate of Judy Guelich	Guelich, PR	2333 North Brentwood Circle Operations, LLC; Josera, LLC; Tosturi, LLC; Epsilon Health Care Properties, LLC	07/24/23	\$ 100,000	\$ 100,000
31	Tyler Hall Eagleson , as Personal Representative of the Estate of James Edward Hall	Eagleson, PR	Jacksonville Facility Operations, LLC	09/22/23	\$ 75,000	\$ 75,000
32	Constance A.M. Brandt , as Power of Attorney for Mary J. Hause	Brandt, PoA	Melbourne Facility Operations, LLC	07/11/22	\$ 140,000	\$ 81,667
33	Cheryl Waggoner , as Personal Representative of the Estate of Joan Kay Higgins	Waggoner, PR	777 Ninth Street North Operations, LLC	04/08/24	\$ 75,000	\$ 75,000
34	Geraldine Hill , as Personal Representative of the Estate of Roosevelt Hill	Hill, PR	518 West Fletcher Avenue Operations, LLC	04/11/22	\$ 140,000	\$ 81,667
35	Teresa Margraf , as Personal Representative of the Estate of Mary Holt	Margraf, PR	6305 Cortez Road West Operations, LLC	10/13/20	\$ 225,000	\$ 225,000
36	Don Howard , Jr., as Personal Representative of the Estate of Don Howard [Case Style: Luthenia Hayes, PR . . .]	Howard, Jr., PR	710 North Sun Drive Operations, LLC	08/24/21	\$ 175,000	\$ 25,000
37	Johnnie Mae Jones Smith , as Personal Representative of the Estate of Juanita Jones	Smith, PR	Port Charlotte Facility Operations, LLC	07/27/23	\$ 75,000	\$ 75,000

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
38	Danielle Anglade , as Personal Representative of the Estate of Maria Joseph	Anglade, PR	4200 Washington Street Operations, LLC; CMC II, LLC		\$ 100,000	\$ 100,000
39	Laura Knicley , as Personal Representative of the Estate of Peggy Knicley	Knicley, PR	195 Mattie M. Kelly Boulevard Operations, LLC; Epsilon Health Care Properties, LLC	10/18/22	\$ 140,000	\$ 14,000
40	Angela Pinkney , as Personal Representative of the Estate of Mae Liza Knight	Pinkney, PR	1615 Miami Road Operations, LLC	04/11/23	\$ 75,000	\$ 75,000
41	Yvonne Kolbe , as Personal Representative of the Estate of Richard Kolbe	Kolbe, PR	1851 Elcam Boulevard Operations, LLC; Epsilon Health Care Properties, LLC; Lavie Care Centers, LLC	10/07/22	\$ 100,000	\$ 37,500
42	Kendra Mae Mize , as Personal Representative of the Estate of Ingrid K. Lane	Mize	1550 Jess Parrish Court Operations, LLC; Epsilon Health Care Properties, LLC; LV CHC Holdings I, LLC; Concourse Partners, LLC; Lavie Care Centers, LLC; Concurrent Partners, LLLP	04/18/24	\$ 100,000	\$ 100,000
43	Gloria Mackey	Mackey [Releasor]	1120 West Donegan Avenue Operations, LLC	04/11/22	\$ 140,000	\$ 81,667
44	Diane Malcomb , as Personal Representative of the Estate of Buddy R. Malcomb	Malcomb, PR	3735 Evans Avenue Operations, LLC	03/07/22	\$ 100,000	\$ 100,000
45	Billy Manuel , as Personal Representative of the Estate of Anthony Manuel	Manuel, PR	4200 Washington Street Operations, LLC	10/12/23	\$ 75,000	\$ 75,000
46	Lydia Martinez , as Personal Representative of the Estate of Luz M. Martinez	Martinez, PR	New Port Richey Facility Operations, LLC	06/06/23	\$ 75,000	\$ 75,000
47	Charles Mazza , as Personal Representative of the Estate of Alfonso Mazza	Mazza, PR	12170 Cortez Boulevard Operations, LLC; Epsilon Health Care Properties, LLC; Tosturi, LLC	09/01/23	\$ 100,000	\$ 100,000
48	Alberta Walls , as Personal Representative of the Estate of Gwendolyn McCray	Walls, PR	6700 N.W. 10th Place Operations, LLC	04/07/24	\$ 75,000	\$ 75,000

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
49	Darlene Yvette Cuves , as Personal Representative of the Estate of David McGhee	Cuves, PR	3735 Evans Avenue Operations, LLC	06/23/23	\$ 65,000	\$ 65,000
50	Vickie McHenry	McHenry, Releasor	11565 Harts Road Operations, LLC	04/16/24	\$ 35,000	\$ 35,000
51	Donald McKenzie , as Personal Representative of the Estate of Stanley McKenzie	McKenzie, PR	9311 South Orange Blossom Trail Operations, LLC	05/10/22	\$ 140,000	\$ 81,667
52	Melissa Smith , as Personal Representative of the Estate of Nettie P. McKinnon-Murphy	Smith, PR	1120 West Donegan Avenue Operations, LLC	05/23/22	\$ 140,000	\$ 81,667
53	Shannon Castro , as Power of Attorney for Vernon Lee Meyer	Castro, PoA	Baya Nursing and Rehabilitation, LLC	07/14/23	\$ 75,000	\$ 75,000
54	Eileen Miller	Miller [Releasor]	9400 SW 137th Avenue Operations LLC; NSPRMC, LLC	08/30/23	\$ 62,500	\$ 62,500
55	Carmen Millsap , as Personal Representative of the Estate of James Millsap	Millsap, PR	3001 Palm Coast Parkway Operations, LLC; CMC II, LLC	12/01/20	\$ 200,000	\$ 200,000
56	Anna Hollins , as Personal Representative of the Estate of Doris Mitchell	Hollins, PR	Brandon Facility Operations, LLC	06/23/22	\$ 140,000	\$ 81,667
57	Julienne Joseph , as Power of Attorney for Juliette Mompoint	Joseph, PoA	4200 Washington Street Operations, LLC	09/26/23	\$ 75,000	\$ 75,000
58	Donald Moran , as Power of Attorney for Doris Moran	Moran, PoA	3735 Evans Avenue Operations, LLC	05/19/22	\$ 140,000	\$ 81,667
59	Darlene L. Murison , as Personal Representative of the Estate of David G. Murison	Murison, PR	Port Charlotte Facility Operations, LLC	01/11/21	\$ 75,000	\$ 75,000
60	Howard Williams , as Personal Representative of the Estate of Nessa	Williams, PR	9311 South Orange Blossom Trail Operations, LLC	08/01/22	\$ 150,000	\$ 60,000
61	Joshua R. Nielsen , as Personal Representative of the Estate of Martin Nielsen	Nielsen, PR	West Altamonte Facility Operations, LLC	04/06/24	\$ 75,000	\$ 75,000
62	Margaret Jones-Frison , as Personal Representative of the Estate of Dorothy Johnson Norris	Jones-Frison, PR	710 North Sun Drive Operations, LLC; Lidenskab, LLC	06/20/23	\$ 125,000	\$ 125,000

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
63	David O'Berry , as Personal Representative of the Estate of Barbara O'Berry	O'Berry, PR	7950 Lake Underhill Road Operations, LLC	04/18/24	\$ 175,000	\$ 175,000
64	Avram S. Oegar , as Personal Representative of the Estate of Avram Oegar	Oegar, PR	4200 Washington Street Operations, LLC	02/23/23	\$ 75,000	\$ 75,000
65	Orlando Ortiz , as Personal Representative of the Estate of Crispin D. Ortiz	Ortiz, PR	216 Santa Barbara Boulevard Operations, LLC	10/10/23	\$ 65,000	\$ 65,000
66	Jerri Owens , as Power of Attorney for Lular Owens	Owens, PoA	Kissimmee Facility Operations, LLC; Laive Care Centers, LLC	09/19/22	\$ 100,000	\$ 37,500
67	Gonzalo Padron , as Personal Representative of the Estate of Marina Padron	Padron, PR	Floridian Facility Operations, LLC	04/19/23	\$ 75,000	\$ 75,000
68	John Paul , as Personal Representative of the Estate of Karen Paul-Bennett	Paul, PR	Baya Nursing and Rehabilitation, LLC	05/18/22	\$ 140,000	\$ 81,667
69	Karel S. Bennett , as Personal Representative of the Estate of Suzanne Perez	Bennett, PR	1465 Oakfield Drive Operations, LLC	01/11/24	\$ 75,000	\$ 75,000
70	Elizenda Pina Torres , as Personal Representative of the Estate of Mirelle Pina	Torres, PR	4200 Washington Street Operations, LLC	08/04/23	\$ 75,000	\$ 75,000
71	Tiffany Bivins , as Personal Representative of the Estate of Tereather Powell	Bivins, PR	3101 Ginger Drive Operations, LLC; Tallahassee Facility Operations, LLC; Joseira, LLC; Tosturi, LLC; Epsilon Health Care Properties, LLC	03/26/24	\$ 75,000	\$ 75,000
72	Brett Rigas , as Personal Representative of the Estate of Gail Rigas	Rigas, PR	7950 Lake Underhill Road Operations, LLC	10/19/22	\$ 160,000	\$ 16,000
73	Laura Reyes , as Power of Attorney for Delia Rodriguez	Reyes, PoA	6414 13th Road South Operations, LLC	11/06/23	\$ 75,000	\$ 75,000
74	Maria Herrera , as Personal Representative of the Estate of Aldemaro Rojas	Herrera, PR	Miami Facility Operations, LLC	07/28/23	\$ 75,000	\$ 75,000
75	Annabelle Rios , as Power of Attorney for Gloria Rojas	Rios, PoA	7950 Lake Underhill Road Operations, LLC	10/21/22	\$ 125,000	\$ 12,500
76	Daniel Rousseau , as Personal Representative of the Estate of Gertrude Rousseau	Rousseau, PR	West Altamonte Facility Operations, LLC	10/06/20	\$ 145,000	\$ 145,000

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
77	Dennis Sampson , as Personal Representative of the Estate of Marguerite Sampson	Sampson, PR	710 North Sun Drive Operations, LLC; Florida Health Care Properties, LLC; Genoa Healthcare Group, LLC	04/10/21	\$ 210,000	\$ 210,000
78	Sharon Scott , as Personal Representative of the Estate of Moses Scott , III	Scott, PR	9355 San Jose Boulevard Operations, LLC	05/13/22	\$ 140,000	\$ 81,667
79	Rita Baar , as Power of Attorney for Delano Skow	Baar, PoA	2826 Cleveland Avenue Operations, LLC	04/03/23	\$ 90,000	\$ 90,000
80	Qiana Watson , as Personal Representative of the Estate of Anna Marie Brown Smith	Watson, PR	Miami Facility Operations, LLC	04/07/23	\$ 75,000	\$ 75,000
81	Alilla Stover , as Personal Representative of the Estate of Machrell Stover	Stover, PR	9311 South Orange Blossom Trail Operations, LLC	03/06/23	\$ 75,000	\$ 75,000
82	Lashell Taylor , as Personal Representative of the Estate of Catherine Taylor	Taylor, PR	West Altamonte Facility Operations, LLC	08/11/23	\$ 125,000	\$ 125,000
83	Emma Foster , as Plenary Guardian of the Ward Levi Foster	Foster, Plenary Guardian	15204 West Colonial Drive Operations, LLC	10/27/22	\$ 140,000	\$ 81,667
84	Marie C. Louine , as Personal Representative of the Estate of Rosita Thenor	Louine, PR	6414 13th Road South Operations, LLC	09/26/23	\$ 75,000	\$ 75,000
85	Erin Poarch , Individually and as Personal Representative of the Estate of William A. Thompson	Poarch, PR	1851 Elkcarn Boulevard Operations, LLC	05/20/21	\$ 125,000	\$ 125,000
86	Michael D. Thompson , as Personal Representative of the Estate of Christine Thompson	Thompson, PR	North Fort Myers Facility Operations, LLC	08/03/23	\$ 206,000	\$ 206,000
87	Linda Tillman , as Personal Representative of the Estate of Bertha Tillman	Tillman, PR	4200 Washington Street Operations, LLC	02/17/23	\$ 100,000	\$ 100,000
88	Jennie Zayas , as Personal Representative of the Estate of Edwin A. Zayas Torres	Zayas, PR	7950 Lake Underhill Road Operations, LLC	01/09/23	\$ 75,000	\$ 75,000
89	Rodney Christopher Vargas , as Personal Representative of the Estate of Gerardo Vargas	Vargas, PR	4200 Washington Street Operations, LLC	09/21/23	\$ 75,000	\$ 75,000
90	Juanita Davila , as Power of Attorney for Rafael Vega	Davila, PoA	7950 Lake Underhill Road Operations, LLC	04/14/22	\$ 140,000	\$ 81,667
91	James Walker , as Personal Representative of the Estate of Louise Walker	Walker, PR	Miami Facility Operations, LLC	06/21/22	\$ 140,000	\$ 81,667

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
92	Dennis W. Walker , Jr., as Personal Representative of the Estate of Lula Mae Walker	Walker, Jr., PR	1615 Miami Road Operations, LLC	05/18/22	\$ 140,000	\$ 81,667
93	Rebecca Barrow , as Personal Representative of the Estate of Carolyn Wayt	Barrow, PR	Baya Nursing and Rehabilitation, LLC	12/16/21	\$ 250,000	\$ 250,000
94	Susan Whitcomb	Whitcomb	702 South Kings Avenue Operations, LLC	07/08/22	\$ 140,000	\$ 81,667
95	Stephania Redding , as Personal Representative of the Estate of Jessie White	Redding, PR	Orange Park Facility Operations, LLC	06/22/22	\$ 140,000	\$ 81,667
96	Anna Wendolyn Wilkie , as Personal Representative of the Estate of Barbara Wilkie	Wilkie, PR	6700 N.W. 10th Place Operations, LLC	07/06/23	\$ 75,000	\$ 75,000
97	Teresa R. Woodard , as Power of Attorney for Chester L. Woodard , Jr.	Woodard, PoA	2826 Cleveland Avenue Operations, LLC	07/10/20	<u>\$ 50,000</u>	<u>\$ 30,000</u>
			TOTALS:		\$ 10,763,500	\$ 8,678,877

OFFICE OF THE CLERK OF THE COURT

I hereby certify that on this date a true and correct copy of the foregoing was served via email on the below as counsel for Recovery Corp. in the above-captioned Chapter 11 Cases:

JOHN A. ANTHONY, ESQUIRE
Florida Bar Number: 0731013
janthony@anthonyandpartners.com
ANTHONY & PARTNERS, LLC
100 S. Ashley Drive, Suite 1600
Tampa, Florida 33602
Tel.: (813) 273-5616 | Fax: (813) 221-4113

Dated: New York, New York
September 10, 2024

MEDM WILL EME LL

/s/ Timothy C. Cramton

Timothy C. Cramton (*pro hac vice application forthcoming*)

One Vanderbilt Avenue
New York, New York 10017
Telephone: (212) 547-5400
Email: tcramton@mwe.com

Counsel for the Debtors and Debtors-in-Possession

In light of the Debtors' ongoing good faith efforts to respond to the discovery requests made by Recovery Corp. and provide fulsome responses and document productions in advance of the hearing currently scheduled for September 30, 2024, the Debtors request that Recovery Corp. similarly provide responses to these Interrogatories and the Debtors' other discovery requests prior to that date.

DEFINITIONS

1. "You" or "Recovery Corp." means and refers to Healthcare Negligence Settlement Recovery Corp., together with any past or present shareholders, officers, directors, employees, accountants, attorneys, or other agents of Recovery Corp.

2. "Assignment" means and refers to any purported assignment of Claims by any of the Florida Claimants to Recovery Corp., including, without limitation, the purported assignment of Claims described in Paragraph 14 of the Complaint filed in the Miami Action.

3. "Authorization" means and refers to the authorization of a direct or indirect transfer of structured settlement payment rights in a final order by a court of competent jurisdiction pursuant to and accordance with Florida's Structured Settlement Protection Act, Florida Statute § 626.99296, *et seq.*

4. "Claims" means and refers to any and all claims, causes of action, and/or other rights, including, without limitation, the rights to any payments or amounts owing under a settlement agreement, that any individual Florida Claimant, or their authorized representative acting on their behalf under power of attorney or on behalf of their probate estate, purportedly assigned or transferred to Recovery Corp., including, without limitation, the Claims described in Paragraph 11 of the Complaint filed in the Miami Action.

5. “Claimant Register” means and refers to the schedule attached as Exhibit C to the Complaint filed in the Miami Action, which lists the name of each Florida Claimant, the name of the Florida Claimant or their personal representative or person authorized by Power of Attorney as Releasor of their Claims, the Defendant Entity, Settlement Date and Amount, and Outstanding Amount, numbered 1-97. A true and correct copy of the Claimant Registrar is attached hereto as **Exhibit A**.

6. “Florida Claimants” means and refers to the Florida-based claimants who assigned their Claims to Recovery Corp. as listed in the Claimant Registrar and as defined as the “Claimants” in Paragraph 11 of the Complaint filed in the Miami Action.

7. “Miami Action” means and refers to the legal action Recovery Corp. brought against certain Debtors and other defendants in the Civil Division of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, on April 22, 2024, captioned *Healthcare Negligence Settlement Recovery Corp. v. 5405 Babcock Street Operations, LLC et al.*, No 2024-0007342-CA-01.

8. “Settlement” or “Settlements” mean and refer to any settlement memorialized by the Settlement Documents (as defined in Paragraph 13 of the Complaint filed in the Miami Action) and reflected in the Claimant Register.

NS□□□□□NS

1. You must respond to the Interrogatories below in accordance with Your obligations under the Rules, including, specifically, under Rule 33 of the Federal Rules of Civil Procedure, based upon documents and information known to You, in Your possession, custody, or control.

2. To the extent you cannot completely answer any Interrogatory after making diligent efforts to do so, You must describe all efforts made to answer the interrogatory, and identify every person involved in such efforts.

3. Whenever appropriate, the singular form of a word shall be considered to include within its meaning the plural form of the word, and vice versa; the neuter form of a pronoun shall be considered to include within its meaning the masculine and feminine forms of the pronoun, and vice versa; and the use of any tense of any verb shall be considered to include within its meaning all other tenses of the verb. In each such instance, the Interrogatory shall be construed so as to furnish the most complete and inclusive response.

4. The responses to these Interrogatories must be signed by the officer or other authorized person for Recovery Corp that provided the responses to these Interrogatories.

5. These Interrogatories are continuing, and any response that is discovered to be inaccurate, incomplete, or otherwise in need of supplementation after service of the responses to these Interrogatories shall be corrected, amended or supplemented as soon as reasonably practicable.

6. To the extent the Interrogatories call for you to identify or refer to any particular Settlement, You shall identify such Settlement as “Settlement No. ___” based on the corresponding number listed in the Claimant Register.

NEGAES

1. For each and every Assignment that received Authorization, if any, explain the circumstances under which such Authorization was obtained pursuant to and in accordance with Florida Statute § 626.99296, *et seq.*, including, without limitation, identifying each such Assignment and any relevant court filings, applications, and/or related orders.

2. For each and every Assignment that did not receive Authorization, if any, explain the circumstances under which such Authorization was not sought or obtained by Recovery Corp. pursuant to and in accordance with Florida Statute § 626.99296, *et seq.*, including, without limitation, identifying each such Assignment and the reason(s) why Recovery Corp. believed that Authorization was not required, or that otherwise explain why Recovery Corp. did not seek and/or obtain such Authorization.

Dated: Miami, Florida
September 10, 2024

MODEM WLL EME LL

/s/ Nathan M. Bull

Nathan M. Bull (*pro hac vice*)
333 SE 2nd Avenue, Suite 4500
Miami, FL 33131
Telephone: (305) 358-3500
Email: nbull@mwe.com

- and -

Daniel M. Simon (Georgia Bar No. 690075)
1180 Peachtree St. NE, Suite 3350
Atlanta, Georgia 30309
Telephone: (404) 260-8535
Email: dsimon@mwe.com

- and -

Emily C. Keil (admitted *pro hac vice*)
Jake Jumbeck (admitted *pro hac vice*)
Catherine Lee (admitted *pro hac vice*)
444 West Lake Street, Suite 4000
Chicago, Illinois 60606
Telephone: (312) 372-2000
Email: ekeil@mwe.com
jjumbeck@mwe.com
clee@mwe.com

- and -

Timothy C. Cramton (*pro hac vice application
forthcoming*)
One Vanderbilt Avenue
New York, New York 10017
Telephone: (212) 547-5400
Email: tcramton@mwe.com

Counsel for the Debtors and Debtors-in-Possession

E □ □ □ B □ □ A

CLAIMANT REGISTER

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
1	Stacey Abel , as Personal Representative of the Estate of Bebee Abel	Abel, PR	5405 Babcock Street Operations, LLC; Epsilon Health Care Properties, LLC; CMC II, LLC; Lavie Care Centers, LLC	09/21/22	\$ 125,000	\$ 32,875
2	Sharon Acevedo	Acevedo, Releasor	1120 West Donegan Avenue Operations, LLC	07/09/22	\$140,000	\$ 81,667
3	Jacqueline D. Aker , as Personal Representative of the Estate of Kevin R. Aker	Aker, PR	6700 N.W. 10th Place Operations, LLC	03/02/23	\$ 75,000	\$ 75,000
4	Marie Cherisier , as Personal Representative of the Estate of Philomene A. Antoine	Cherisier, PR	4200 Washington Street Operations, LLC	02/14/23	\$ 75,000	\$ 75,000
5	Nancy Roarck , as Personal Representative of the Estate of Mary Ashley	Roarck, PR	777 Ninth Street North Operations, LLC	06/23/22	\$ 150,000	\$ 150,000
6	Harry Barrett	Barrett, Releasor	11565 Harts Road Operations, LLC	07/06/22	\$ 140,000	\$ 81,667
7	Norma Barry , as Power of Attorney for John Barry	Barry, PoA	2826 Cleveland Avenue Operations, LLC	07/09/21	\$ 50,000	\$ 50,000
8	Jechiel Bershadski , as Power of Attorney for Nelia Bershadski	Bershadski, PoA	777 Ninth Street North Operations, LLC	11/21/23	\$ 85,000	\$ 85,000
9	Connie Blair as Personal Representative of the Estate of Bobby Blair	Blair, PR	3001 Palm Coast Parkway Operations, LLC	05/31/22	\$ 140,000	\$ 81,667
10	Corrado Burdieri , as Personal Representative of the Estate of Theresa Mary Burdieri	Burdieri, PR	North Fort Myers Facility Operations, LLC; Consulate Facility Leasing, LLC	09/07/21	\$ 250,000	\$ 250,000
11	Gerard Celestin , as Personal Representative of the Estate of Sylvia Celestin	Celestin, PR	Miami Facility Operations, LLC	11/08/22	\$ 175,000	\$ 175,000
12	Michelle Stawicki , as Personal Representative of the Estate of Nancy A. Cherba	Stawicki, PR	710 North Sun Drive Operations, LLC; Lavie Care Centers, LLC	09/12/23	\$ 85,000	\$ 85,000

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
13	Jennifer Varela , a Personal Representative of the Estate of Rosenda Clavijo	Varela	Kissimmee Facility Operations, LLC	04/18/24	\$ 150,000	\$ 150,000
14	Gwendolyn Cage , as Personal Representative of the Estate of Doneatha Cobb	Cage, PR	1010 Carpenters Way Operations, LLC	05/18/22	\$ 140,000	\$ 81,667
15	Joseph Cunningham , as Power of Attorney for Jeffrey J. Cunningham	Cunningham, PoA	741 South Beneva Road Operations, LLC	09/21/23	\$ 75,000	\$ 75,000
16	Jill R. Davis , as Personal Representative of the Estate of Larry R. Davis	Davis, PR	777 Ninth Street North Operations, LLC	06/29/23	\$ 65,000	\$ 65,000
17	Jill R. Davis , as Personal Representative of the Estate of Larry R. Davis	Davis, PR	North Fort Myers Facility Operations, LLC	04/13/23	\$ 85,000	\$ 85,000
18	Jose R. Diaz , as Personal Representative of the Estate of Jose Rafael Diaz	Diaz, PR	518 West Fletcher Avenue Operations, LLC; Epsilon Health Care Properties, LLC; Lidenskab LLC	07/26/23	\$ 100,000	\$ 100,000
19	Quenita L. Donald , as Personal Representative or the Estate of Charles Donald	Donald, PR	Jacksonville Facility Operations, LLC	04/05/24	\$ 75,000	\$ 75,000
20	Tracy Lynn Druelle , as Power of Attorney for Catherine Druelle	Druelle, PoA	6305 Cortez Road West Operations, LLC	07/13/22	\$ 140,000	\$ 81,667
21	Linda Solash-Reed , as Personal Representative of the Estate of Billy Joe Early	Solash-Reed, PR	710 North Sun Drive Operations, LLC; Epsilon Health Care Properties, LLC	11/24/20	\$ 125,000	\$ 125,000
22	Lesia A. Rucker , as Personal Representative of the Estate of Mildred G. Fluellen	Rucker, PR	3735 Evans Avenue Operations, LLC	03/09/23	\$ 50,000	\$ 50,000
23	Pamela Foster , as Personal Representative of the Estate of Mary Foster	Foster, PR	3001 Palm Coast Parkway Operations, LLC	03/01/23	\$ 75,000	\$ 75,000
24	Nola Gager , as Personal Representative of the Estate of Ehud Gager	Gager, PR	Kissimmee Facility Operations, LLC	07/13/22	\$ 140,000	\$ 81,667
25	Donald Garrett	Garrett [Releasor]	6700 N.W. 10th Place Operations, LLC	09/29/23	\$ 75,000	\$ 75,000

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
26	Albert J. Gates , III, as Personal Representative of the Estate of Shirley Gates	Gates, PR	9311 South Orange Blossom Trail Operations, LLC	02/03/23	\$ 75,000	\$ 75,000
27	Benny Gibson	Gibson [Releasor]	4641 Old Canoe Creek Road Operations, LLC	08/12/23	\$ 75,000	\$ 75,000
28	Thomas Graham , as Personal Representative of the Estate of Madeline Graham	Graham	Jacksonville Facility Operations, LLC	09/27/22	\$ 150,000	\$ 150,000
29	Mindy Stoltz , as Power of Attorney for John M. Griffin	Stoltz, PoA	3920 Rosewood Way Operations, LLC	04/03/23	\$ 75,000	\$ 75,000
30	Janelle J. Guelich , as Personal Representative of the Estate of Judy Guelich	Guelich, PR	2333 North Brentwood Circle Operations, LLC; Josera, LLC; Tosturi, LLC; Epsilon Health Care Properties, LLC	07/24/23	\$ 100,000	\$ 100,000
31	Tyler Hall Eagleson , as Personal Representative of the Estate of James Edward Hall	Eagleson, PR	Jacksonville Facility Operations, LLC	09/22/23	\$ 75,000	\$ 75,000
32	Constance A.M. Brandt , as Power of Attorney for Mary J. Hause	Brandt, PoA	Melbourne Facility Operations, LLC	07/11/22	\$ 140,000	\$ 81,667
33	Cheryl Waggoner , as Personal Representative of the Estate of Joan Kay Higgins	Waggoner, PR	777 Ninth Street North Operations, LLC	04/08/24	\$ 75,000	\$ 75,000
34	Geraldine Hill , as Personal Representative of the Estate of Roosevelt Hill	Hill, PR	518 West Fletcher Avenue Operations, LLC	04/11/22	\$ 140,000	\$ 81,667
35	Teresa Margraf , as Personal Representative of the Estate of Mary Holt	Margraf, PR	6305 Cortez Road West Operations, LLC	10/13/20	\$ 225,000	\$ 225,000
36	Don Howard , Jr., as Personal Representative of the Estate of Don Howard [Case Style: Luthenia Hayes, PR . . .]	Howard, Jr., PR	710 North Sun Drive Operations, LLC	08/24/21	\$ 175,000	\$ 25,000
37	Johnnie Mae Jones Smith , as Personal Representative of the Estate of Juanita Jones	Smith, PR	Port Charlotte Facility Operations, LLC	07/27/23	\$ 75,000	\$ 75,000

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
38	Danielle Anglade , as Personal Representative of the Estate of Maria Joseph	Anglade, PR	4200 Washington Street Operations, LLC; CMC II, LLC		\$ 100,000	\$ 100,000
39	Laura Knicley , as Personal Representative of the Estate of Peggy Knicley	Knicley, PR	195 Mattie M. Kelly Boulevard Operations, LLC; Epsilon Health Care Properties, LLC	10/18/22	\$ 140,000	\$ 14,000
40	Angela Pinkney , as Personal Representative of the Estate of Mae Liza Knight	Pinkney, PR	1615 Miami Road Operations, LLC	04/11/23	\$ 75,000	\$ 75,000
41	Yvonne Kolbe , as Personal Representative of the Estate of Richard Kolbe	Kolbe, PR	1851 Elcam Boulevard Operations, LLC; Epsilon Health Care Properties, LLC; Lavie Care Centers, LLC	10/07/22	\$ 100,000	\$ 37,500
42	Kendra Mae Mize , as Personal Representative of the Estate of Ingrid K. Lane	Mize	1550 Jess Parrish Court Operations, LLC; Epsilon Health Care Properties, LLC; LV CHC Holdings I, LLC; Concourse Partners, LLC; Lavie Care Centers, LLC; Concurrent Partners, LLLP	04/18/24	\$ 100,000	\$ 100,000
43	Gloria Mackey	Mackey [Releasor]	1120 West Donegan Avenue Operations, LLC	04/11/22	\$ 140,000	\$ 81,667
44	Diane Malcomb , as Personal Representative of the Estate of Buddy R. Malcomb	Malcomb, PR	3735 Evans Avenue Operations, LLC	03/07/22	\$ 100,000	\$ 100,000
45	Billy Manuel , as Personal Representative of the Estate of Anthony Manuel	Manuel, PR	4200 Washington Street Operations, LLC	10/12/23	\$ 75,000	\$ 75,000
46	Lydia Martinez , as Personal Representative of the Estate of Luz M. Martinez	Martinez, PR	New Port Richey Facility Operations, LLC	06/06/23	\$ 75,000	\$ 75,000
47	Charles Mazza , as Personal Representative of the Estate of Alfonso Mazza	Mazza, PR	12170 Cortez Boulevard Operations, LLC; Epsilon Health Care Properties, LLC; Tosturi, LLC	09/01/23	\$ 100,000	\$ 100,000
48	Alberta Walls , as Personal Representative of the Estate of Gwendolyn McCray	Walls, PR	6700 N.W. 10th Place Operations, LLC	04/07/24	\$ 75,000	\$ 75,000

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
49	Darlene Yvette Cuves , as Personal Representative of the Estate of David McGhee	Cuves, PR	3735 Evans Avenue Operations, LLC	06/23/23	\$ 65,000	\$ 65,000
50	Vickie McHenry	McHenry, Releasor	11565 Harts Road Operations, LLC	04/16/24	\$ 35,000	\$ 35,000
51	Donald McKenzie , as Personal Representative of the Estate of Stanley McKenzie	McKenzie, PR	9311 South Orange Blossom Trail Operations, LLC	05/10/22	\$ 140,000	\$ 81,667
52	Melissa Smith , as Personal Representative of the Estate of Nettie P. McKinnon-Murphy	Smith, PR	1120 West Donegan Avenue Operations, LLC	05/23/22	\$ 140,000	\$ 81,667
53	Shannon Castro , as Power of Attorney for Vernon Lee Meyer	Castro, PoA	Baya Nursing and Rehabilitation, LLC	07/14/23	\$ 75,000	\$ 75,000
54	Eileen Miller	Miller [Releasor]	9400 SW 137th Avenue Operations LLC; NSPRMC, LLC	08/30/23	\$ 62,500	\$ 62,500
55	Carmen Millsap , as Personal Representative of the Estate of James Millsap	Millsap, PR	3001 Palm Coast Parkway Operations, LLC; CMC II, LLC	12/01/20	\$ 200,000	\$ 200,000
56	Anna Hollins , as Personal Representative of the Estate of Doris Mitchell	Hollins, PR	Brandon Facility Operations, LLC	06/23/22	\$ 140,000	\$ 81,667
57	Julienne Joseph , as Power of Attorney for Juliette Mompoint	Joseph, PoA	4200 Washington Street Operations, LLC	09/26/23	\$ 75,000	\$ 75,000
58	Donald Moran , as Power of Attorney for Doris Moran	Moran, PoA	3735 Evans Avenue Operations, LLC	05/19/22	\$ 140,000	\$ 81,667
59	Darlene L. Murison , as Personal Representative of the Estate of David G. Murison	Murison, PR	Port Charlotte Facility Operations, LLC	01/11/21	\$ 75,000	\$ 75,000
60	Howard Williams , as Personal Representative of the Estate of Nessa	Williams, PR	9311 South Orange Blossom Trail Operations, LLC	08/01/22	\$ 150,000	\$ 60,000
61	Joshua R. Nielsen , as Personal Representative of the Estate of Martin Nielsen	Nielsen, PR	West Altamonte Facility Operations, LLC	04/06/24	\$ 75,000	\$ 75,000
62	Margaret Jones-Frison , as Personal Representative of the Estate of Dorothy Johnson Norris	Jones-Frison, PR	710 North Sun Drive Operations, LLC; Lidenskab, LLC	06/20/23	\$ 125,000	\$ 125,000

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
63	David O'Berry , as Personal Representative of the Estate of Barbara O'Berry	O'Berry, PR	7950 Lake Underhill Road Operations, LLC	04/18/24	\$ 175,000	\$ 175,000
64	Avram S. Oegar , as Personal Representative of the Estate of Avram Oegar	Oegar, PR	4200 Washington Street Operations, LLC	02/23/23	\$ 75,000	\$ 75,000
65	Orlando Ortiz , as Personal Representative of the Estate of Crispin D. Ortiz	Ortiz, PR	216 Santa Barbara Boulevard Operations, LLC	10/10/23	\$ 65,000	\$ 65,000
66	Jerri Owens , as Power of Attorney for Lular Owens	Owens, PoA	Kissimmee Facility Operations, LLC; Laive Care Centers, LLC	09/19/22	\$ 100,000	\$ 37,500
67	Gonzalo Padron , as Personal Representative of the Estate of Marina Padron	Padron, PR	Floridian Facility Operations, LLC	04/19/23	\$ 75,000	\$ 75,000
68	John Paul , as Personal Representative of the Estate of Karen Paul-Bennett	Paul, PR	Baya Nursing and Rehabilitation, LLC	05/18/22	\$ 140,000	\$ 81,667
69	Karel S. Bennett , as Personal Representative of the Estate of Suzanne Perez	Bennett, PR	1465 Oakfield Drive Operations, LLC	01/11/24	\$ 75,000	\$ 75,000
70	Elizenda Pina Torres , as Personal Representative of the Estate of Mirelle Pina	Torres, PR	4200 Washington Street Operations, LLC	08/04/23	\$ 75,000	\$ 75,000
71	Tiffany Bivins , as Personal Representative of the Estate of Tereather Powell	Bivins, PR	3101 Ginger Drive Operations, LLC; Tallahassee Facility Operations, LLC; Joseira, LLC; Tosturi, LLC; Epsilon Health Care Properties, LLC	03/26/24	\$ 75,000	\$ 75,000
72	Brett Rigas , as Personal Representative of the Estate of Gail Rigas	Rigas, PR	7950 Lake Underhill Road Operations, LLC	10/19/22	\$ 160,000	\$ 16,000
73	Laura Reyes , as Power of Attorney for Delia Rodriguez	Reyes, PoA	6414 13th Road South Operations, LLC	11/06/23	\$ 75,000	\$ 75,000
74	Maria Herrera , as Personal Representative of the Estate of Aldemaro Rojas	Herrera, PR	Miami Facility Operations, LLC	07/28/23	\$ 75,000	\$ 75,000
75	Annabelle Rios , as Power of Attorney for Gloria Rojas	Rios, PoA	7950 Lake Underhill Road Operations, LLC	10/21/22	\$ 125,000	\$ 12,500
76	Daniel Rousseau , as Personal Representative of the Estate of Gertrude Rousseau	Rousseau, PR	West Altamonte Facility Operations, LLC	10/06/20	\$ 145,000	\$ 145,000

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
77	Dennis Sampson , as Personal Representative of the Estate of Marguerite Sampson	Sampson, PR	710 North Sun Drive Operations, LLC; Florida Health Care Properties, LLC; Genoa Healthcare Group, LLC	04/10/21	\$ 210,000	\$ 210,000
78	Sharon Scott , as Personal Representative of the Estate of Moses Scott , III	Scott, PR	9355 San Jose Boulevard Operations, LLC	05/13/22	\$ 140,000	\$ 81,667
79	Rita Baar , as Power of Attorney for Delano Skow	Baar, PoA	2826 Cleveland Avenue Operations, LLC	04/03/23	\$ 90,000	\$ 90,000
80	Qiana Watson , as Personal Representative of the Estate of Anna Marie Brown Smith	Watson, PR	Miami Facility Operations, LLC	04/07/23	\$ 75,000	\$ 75,000
81	Alilla Stover , as Personal Representative of the Estate of Machrell Stover	Stover, PR	9311 South Orange Blossom Trail Operations, LLC	03/06/23	\$ 75,000	\$ 75,000
82	Lashell Taylor , as Personal Representative of the Estate of Catherine Taylor	Taylor, PR	West Altamonte Facility Operations, LLC	08/11/23	\$ 125,000	\$ 125,000
83	Emma Foster , as Plenary Guardian of the Ward Levi Foster	Foster, Plenary Guardian	15204 West Colonial Drive Operations, LLC	10/27/22	\$ 140,000	\$ 81,667
84	Marie C. Louine , as Personal Representative of the Estate of Rosita Thenor	Louine, PR	6414 13th Road South Operations, LLC	09/26/23	\$ 75,000	\$ 75,000
85	Erin Poarch , Individually and as Personal Representative of the Estate of William A. Thompson	Poarch, PR	1851 Elkcarn Boulevard Operations, LLC	05/20/21	\$ 125,000	\$ 125,000
86	Michael D. Thompson , as Personal Representative of the Estate of Christine Thompson	Thompson, PR	North Fort Myers Facility Operations, LLC	08/03/23	\$ 206,000	\$ 206,000
87	Linda Tillman , as Personal Representative of the Estate of Bertha Tillman	Tillman, PR	4200 Washington Street Operations, LLC	02/17/23	\$ 100,000	\$ 100,000
88	Jennie Zayas , as Personal Representative of the Estate of Edwin A. Zayas Torres	Zayas, PR	7950 Lake Underhill Road Operations, LLC	01/09/23	\$ 75,000	\$ 75,000
89	Rodney Christopher Vargas , as Personal Representative of the Estate of Gerardo Vargas	Vargas, PR	4200 Washington Street Operations, LLC	09/21/23	\$ 75,000	\$ 75,000
90	Juanita Davila , as Power of Attorney for Rafael Vega	Davila, PoA	7950 Lake Underhill Road Operations, LLC	04/14/22	\$ 140,000	\$ 81,667
91	James Walker , as Personal Representative of the Estate of Louise Walker	Walker, PR	Miami Facility Operations, LLC	06/21/22	\$ 140,000	\$ 81,667

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
92	Dennis W. Walker , Jr., as Personal Representative of the Estate of Lula Mae Walker	Walker, Jr., PR	1615 Miami Road Operations, LLC	05/18/22	\$ 140,000	\$ 81,667
93	Rebecca Barrow , as Personal Representative of the Estate of Carolyn Wayt	Barrow, PR	Baya Nursing and Rehabilitation, LLC	12/16/21	\$ 250,000	\$ 250,000
94	Susan Whitcomb	Whitcomb	702 South Kings Avenue Operations, LLC	07/08/22	\$ 140,000	\$ 81,667
95	Stephania Redding , as Personal Representative of the Estate of Jessie White	Redding, PR	Orange Park Facility Operations, LLC	06/22/22	\$ 140,000	\$ 81,667
96	Anna Wendolyn Wilkie , as Personal Representative of the Estate of Barbara Wilkie	Wilkie, PR	6700 N.W. 10th Place Operations, LLC	07/06/23	\$ 75,000	\$ 75,000
97	Teresa R. Woodard , as Power of Attorney for Chester L. Woodard , Jr.	Woodard, PoA	2826 Cleveland Avenue Operations, LLC	07/10/20	<u>\$ 50,000</u>	<u>\$ 30,000</u>
			TOTALS:		\$ 10,763,500	\$ 8,678,877

OFFICE OF THE CLERK OF THE COURT

I hereby certify that on this date a true and correct copy of the foregoing was served via
email on the below as counsel for Recovery Corp. in the above-captioned Chapter 11 Cases:

JOHN A. ANTHONY, ESQUIRE
Florida Bar Number: 0731013
janthony@anthonyandpartners.com
ANTHONY & PARTNERS, LLC
100 S. Ashley Drive, Suite 1600
Tampa, Florida 33602
Tel.: (813) 273-5616 | Fax: (813) 221-4113

Dated: New York, New York
September 10, 2024

MEMORANDUM WILL EME LLC

/s/ Timothy C. Cramton

Timothy C. Cramton (*pro hac vice application
forthcoming*)

One Vanderbilt Avenue
New York, New York 10017
Telephone: (212) 547-5400
Email: tcramton@mwe.com

Counsel for the Debtors and Debtors-in-Possession

the hearing currently scheduled for September 30, 2024, the Debtors request that Recovery Corp. similarly provide responses to these and the Debtors' other discovery requests prior to that date.

DEFINITIONS

1. "You" or "Recovery Corp." means and refers to Healthcare Negligence Settlement Recovery Corp., together with any past or present shareholders, officers, directors, employees, accountants, attorneys, or other agents of Recovery Corp.

2. "Assignment" means and refers to any purported assignment of Claims by any of the Florida Claimants to Recovery Corp., including without limitation the purported assignment of Claims described in Paragraph 14 of the Complaint filed in the Miami Action.

3. "Authorization" means and refers to the authorization of a direct or indirect transfer of structured settlement payment rights in a final order by a court of competent jurisdiction pursuant to and accordance with Florida's Structured Settlement Protection Act, Florida Statute § 626.99296, *et seq.*

4. "Claims" means and refers to any and all claims, causes of action, and/or other rights, including, without limitation, the rights to any payments or amounts owing under a settlement agreement, that any individual Florida Claimant, or their authorized representative acting on their behalf under power of attorney or on behalf of their probate estate, purportedly assigned or transferred to Recovery Corp., including, without limitation, the Claims described in Paragraph 11 of the Complaint filed in the Miami Action.

5. "Claimant Register" means and refers to the schedule attached as Exhibit C to the Complaint filed in the Miami Action, which lists the name of each Florida Claimant, the name of the Florida Claimant or their personal representative or person authorized by Power of Attorney as Releasor of their Claims, the Defendant Entity, Settlement Date and Amount, and Outstanding

Amount, numbered 1-97. A true and correct copy of the Claimant Registrar is attached hereto as **Exhibit A**.

6. “Florida Claimants” means and refers to the Florida-based claimants who assigned their Claims to Recovery Corp. as listed in the Claimant Registrar and as defined as the “Claimants” in Paragraph 11 of the Complaint filed in the Miami Action.

7. “Miami Action” means and refers to the legal action Recovery Corp. brought against certain Debtors and other defendants in the Civil Division of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, on April 22, 2024, captioned *Healthcare Negligence Settlement Recovery Corp. v. 5405 Babcock Street Operations, LLC et al.*, No 2024-0007342-CA-01.

8. “Settlement” means and refers to any settlement memorialized by the Settlement Documents (as defined in Paragraph 13 of the Complaint filed in the Miami Action) and reflected in the Claimant Register. Each particular Settlement may be identified in the Requests as “Settlement No. ___” based on the corresponding number listed in the Claimant Register.

EXHIBIT A ADMISSON

1. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Stacey Abel, as Personal Representative of the Estate of Bebee Abel, in connection with Settlement No. 1 listed in the Claimant Register.

2. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Sharon Acevedo in connection with Settlement No. 2 listed in the Claimant Register.

3. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Jacqueline D. Aker, as Personal Representative of the Estate of Kevin R. Aker, in connection with Settlement No. 3 listed in the Claimant Register.

4. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Marie Cherisier, as Personal Representative of the Estate of Philomene A. Antoine, in connection with Settlement No. 4 listed in the Claimant Register.

5. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Nancy Roarck, as Personal Representative of the Estate of Mary Ashley, in connection with Settlement No. 5 listed in the Claimant Register.

6. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Harry Barrett in connection with Settlement No. 6 listed in the Claimant Register.

7. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Norma Barry, as Personal Representative of the Estate of John Barry, in connection with Settlement No. 7 listed in the Claimant Register.

8. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Jechiel Bershadski, as Power of Attorney for Nelia Bershadski, in connection with Settlement No. 8 listed in the Claimant Register.

9. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Connie Blair, as Personal Representative of the Estate Bobby Blair, in connection with Settlement No. 9 listed in the Claimant Register.

10. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Corrado Burdieri, as Personal Representative of the Estate of Theresa Mary Burdieri, in connection with Settlement No. 10 listed in the Claimant Register.

11. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Gerard Celestin, as Personal Representative of the Estate of Sylvia Celestin, in connection with Settlement No. 11 listed in the Claimant Register.

12. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Michelle Stawicki, as Personal Representative of the Estate of Nancy A. Cherba, in connection with Settlement No. 12 listed in the Claimant Register.

13. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Jennifer Varela, as Personal Representative of the Estate of Rosenda Clavijo, in connection with Settlement No. 13 listed in the Claimant Register.

14. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Gwendolyn Cage, as Personal Representative of the Estate of Doneatha Cobb, in connection with Settlement No. 14 listed in the Claimant Register.

15. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Jospheh Cunningham, as Power of Attorney for Jeffrey J. Cunningham, in connection with Settlement No. 15 listed in the Claimant Register.

16. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Jill R. Davis, as Personal Representative of the Estate of Larry R. Davis, in connection with Settlement No. 16 listed in the Claimant Register.

17. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Jill R. Davis, as Personal Representative of the Estate of Larry R. Davis, in connection with Settlement No. 17 listed in the Claimant Register.

18. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Jose R. Diaz, as Personal Representative of the Estate of Jose Rafael Diaz, in connection with Settlement No. 18 listed in the Claimant Register.

19. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Quenita L. Donald, as Personal Representative of the Estate of Charles Donald, in connection with Settlement No. 19 listed in the Claimant Register.

20. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Tracy Lynn Druelle, as Power of Attorney for Catherine Druelle, in connection with Settlement No. 20 listed in the Claimant Register.

21. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Linda Solash-Reed, as Personal Representative of the Estate of Billy Joe Early, in connection with Settlement No. 21 listed in the Claimant Register.

22. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Lesia A. Rucker, as Personal Representative of the Estate of Mildred G. Fluellen, in connection with Settlement No. 22 listed in the Claimant Register.

23. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Pamela Foster, as Personal Representative of the Estate of Mary Foster, in connection with Settlement No. 23 listed in the Claimant Register.

24. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Nola Gager, as Personal Representative of the Estate of Ehud Gager, in connection with Settlement No. 24 listed in the Claimant Register.

25. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Donald Garrett in connection with Settlement No. 25 listed in the Claimant Register.

26. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Albert Gates III, as Personal Representative of the Estate of Shirley Gates, in connection with Settlement No. 26 listed in the Claimant Register.

27. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Benny Gibson in connection with Settlement No. 27 listed in the Claimant Register.

28. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Thomas Graham, as Personal Representative of the Estate of Madeline Graham, in connection with Settlement No. 28 listed in the Claimant Register.

29. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Mindy Stoltz, as Power of Attorney for John M. Griffin, in connection with Settlement No. 29 listed in the Claimant Register.

30. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Janelle J. Guelich, as Personal Representative of the Estate of Judy Guelich, in connection with Settlement No. 30 listed in the Claimant Register.

31. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Tyler Hall Eagleson, as Personal Representative of the Estate of James Edward Hall, in connection with Settlement No. 31 listed in the Claimant Register.

32. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Constance A.M. Brandt, as Power of Attorney for Mary J. Hause, in connection with Settlement No. 32 listed in the Claimant Register.

33. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Cheryl Waggoner, as Personal Representative of the Estate of Joan Kay Higgins, in connection with Settlement No. 33 listed in the Claimant Register.

34. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Geraldine Hill, as Personal Representative of the Estate of Roosevelt Hill, in connection with Settlement No. 34 listed in the Claimant Register.

35. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Teresa Margraf, as Personal Representative of the Estate of Mary Holt, in connection with Settlement No. 35 listed in the Claimant Register.

36. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Don Howard Jr., as Personal Representative of the Estate of Don Howard, in connection with Settlement No. 36 listed in the Claimant Register.

37. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Johnnie Mae Jones Smith, as Personal Representative of the Estate of Juanita Jones, in connection with Settlement No. 37 listed in the Claimant Register.

38. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Danielle Anglade, as Personal Representative of the Estate of Maria Joseph, in connection with Settlement No. 38 listed in the Claimant Register.

39. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Laura Knicley, as Personal Representative of the Estate of Peggy Knicley, in connection with Settlement No. 39 listed in the Claimant Register.

40. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Angela Pinkney, as Personal Representative of the Estate of Mae Liza Knight, in connection with Settlement No. 40 listed in the Claimant Register.

41. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Yvonne Kolbe, as Personal Representative of the Estate of Richard Kolbe, in connection with Settlement No. 41 listed in the Claimant Register.

42. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Kendra Mae Mize, as Personal Representative of the Estate of Ingrid K. Lane, in connection with Settlement No. 42 listed in the Claimant Register.

43. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Gloria Mackey in connection with Settlement No. 43 listed in the Claimant Register.

44. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Diane Malcomb, as Personal Representative of the Estate of Buddy R. Malcomb, in connection with Settlement No. 44 listed in the Claimant Register.

45. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Billy Manuel, as Personal Representative of the Estate of Anthony Manuel, in connection with Settlement No. 45 listed in the Claimant Register.

46. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Lydia Martinez, as Personal Representative of the Estate of Luz M. Martinez, in connection with Settlement No. 46 listed in the Claimant Register.

47. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Charles Mazza, as Personal Representative of the Estate of Alfonso Mazza, in connection with Settlement No. 47 listed in the Claimant Register.

48. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Alberta Walls, as Personal Representative of the Estate of Gwendolyn McCray, in connection with Settlement No. 48 listed in the Claimant Register.

49. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Darlene Yvette Cuves, as Personal Representative of the Estate of David McGhee, in connection with Settlement No. 49 listed in the Claimant Register.

50. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Vickie Henry in connection with Settlement No. 50 listed in the Claimant Register.

51. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Donald McKenzie, as Personal Representative of the Estate of Stanley McKenzie, in connection with Settlement No. 51 listed in the Claimant Register.

52. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Melissa Smith, as Personal Representative of the Estate of Nettie P. McKinnon-Murphy, in connection with Settlement No. 52 listed in the Claimant Register.

53. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Shannon Castro, as Power of Attorney for Vernon Lee Meyer, in connection with Settlement No. 53 listed in the Claimant Register.

54. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Eileen Miller in connection with Settlement No. 54 listed in the Claimant Register.

55. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Carmen Millsap, as Personal Representative of the Estate of James Millsap, in connection with Settlement No. 55 listed in the Claimant Register.

56. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Anna Hollins, as Personal Representative of the Estate of Doris Mitchell, in connection with Settlement No. 56 listed in the Claimant Register.

57. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Julienne Joseph, as Power of Attorney for Juliette Mompont, in connection with Settlement No. 57 listed in the Claimant Register.

58. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Donald Moran, as Power of Attorney for Doris Moran, in connection with Settlement No. 58 listed in the Claimant Register.

59. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Darlene L. Murison, as Personal Representative of the Estate of David G. Murison, in connection with Settlement No. 59 listed in the Claimant Register.

60. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Howard Williams, as Personal Representative of the Estate of Nessa, in connection with Settlement No. 60 listed in the Claimant Register.

61. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Joshua R. Nielsen, as Personal Representative of the Estate of Martin Nielsen, in connection with Settlement No. 61 listed in the Claimant Register.

62. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Margaret Jones-Frison, as Personal Representative of the Estate of Dorothy Johnson Norris, in connection with Settlement No. 62 listed in the Claimant Register.

63. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of David O'Berry, as Personal Representative of the Estate of Barbara O'Berry, in connection with Settlement No. 63 listed in the Claimant Register.

64. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Avram S. Oegar, as Personal Representative of the Estate of Avram Oegar, in connection with Settlement No. 64 listed in the Claimant Register.

65. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Orlando Ortiz, as Personal Representative of the Estate of Crispin D. Ortiz, in connection with Settlement No. 65 listed in the Claimant Register.

66. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Jerri Owens, as Power of Attorney for Lular Owens, in connection with Settlement No. 66 listed in the Claimant Register.

67. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Gonzalo Padron, as Personal Representative of the Estate of Marina Padron, in connection with Settlement No. 67 listed in the Claimant Register.

68. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of John Paul, as Personal Representative of the Estate of Karen Paul-Bennett, in connection with Settlement No. 68 listed in the Claimant Register.

69. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Karel S. Bennett, as Personal Representative of the Estate of Suzanne Perez, in connection with Settlement No. 69 listed in the Claimant Register.

70. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Elizenda Pina Torres, as Personal Representative of the Estate of Mirelle Pina, in connection with Settlement No. 70 listed in the Claimant Register.

71. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Tiffany Bivins, as Personal Representative of the Estate of Tereather Powell, in connection with Settlement No. 71 listed in the Claimant Register.

72. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Brett Rigas, as Personal Representative of the Estate of Gail Rigas, in connection with Settlement No. 72 listed in the Claimant Register.

73. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Laura Reyes, as Power of Attorney for Delia Rodriguez, in connection with Settlement No. 73 listed in the Claimant Register.

74. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Maria Herrera, as Personal Representative of the Estate of Aldemaro Rojas, in connection with Settlement No. 74 listed in the Claimant Register.

75. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Annabelle Rios, as Power of Attorney for Gloria Rojas, in connection with Settlement No. 75 listed in the Claimant Register.

76. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Daniel Rousseau, as Personal Representative of the Estate Gertrude Rousseau, in connection with Settlement No. 76 listed in the Claimant Register.

77. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Dennis Sampson, as Personal Representative of the Estate of Marguerite Sampson, in connection with Settlement No. 77 listed in the Claimant Register.

78. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Sharon Scott, as Personal Representative of the Estate of Moses Scott III, in connection with Settlement No. 78 listed in the Claimant Register.

79. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Rita Baar, as Power of Attorney for Delano Skow, in connection with Settlement No. 79 listed in the Claimant Register.

80. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Qiana Watson, as Personal Representative of the Estate of Anna Marie Brown Smith, in connection with Settlement No. 80 listed in the Claimant Register.

81. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Alilla Stover, as Personal Representative of the Estate of Machrell Stover, in connection with Settlement No. 81 listed in the Claimant Register.

82. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Lashell Taaylor, as Personal Representative of the Estate of Catherine Taylor, in connection with Settlement No. 82 listed in the Claimant Register.

83. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Emma Foster, as Plenary Guardian of the Ward Levi Foster, in connection with Settlement No. 83 listed in the Claimant Register.

84. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Marie C. Louine, as Personal Representative of the Estate of Rosita Thenor, in connection with Settlement No. 84 listed in the Claimant Register.

85. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Erin Poarch, as Individually and as Personal Representative of the Estate of William A. Thompson, in connection with Settlement No. 85 listed in the Claimant Register.

86. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Michael D. Thompson, as Personal Representative of the Estate of Christine Thompson, in connection with Settlement No. 86 listed in the Claimant Register.

87. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Linda Tillman, as Personal Representative of the Estate of Bertha Tillman, in connection with Settlement No. 87 listed in the Claimant Register.

88. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Jennie Zayas, as Personal Representative of the Estate of Edwin A. Zayas Torres, in connection with Settlement No. 88 listed in the Claimant Register.

89. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Rodney Christopher Vargas, as Personal Representative of the Estate of Gerardo Vargas, in connection with Settlement No. 89 listed in the Claimant Register.

90. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Juanita Davila, as Power of Attorney for Rafael Vega, in connection with Settlement No. 90 listed in the Claimant Register.

91. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of James Walker, as Personal Representative of the Estate of Louise Walker, in connection with Settlement No. 91 listed in the Claimant Register.

92. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Dennis W. Walker, Jr., as Personal Representative of the Estate of Lula Mae Walker, in connection with Settlement No. 92 listed in the Claimant Register.

93. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Rebecca Barrow, as Personal Representative of the Estate of Carolyn Wayt, in connection with Settlement No. 93 listed in the Claimant Register.

94. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Susan Whitcomb in connection with Settlement No. 94 listed in the Claimant Register.

95. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Stephania Redding, as Personal Representative of the Estate of Jessie White, in connection with Settlement No. 95 listed in the Claimant Register.

96. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Anna Wendolyn Wilkie, as Personal Representative of the Estate of Barbara Wilkie, in connection with Settlement No. 96 listed in the Claimant Register.

97. Admit that Recovery Corp. did not obtain Authorization for the Assignment of the Claims of Teresa R. Woodard, as Power of Attorney for Chester L. Woodard Jr., in connection with Settlement No. 97 listed in the Claimant Register.

Dated: Miami, Florida
September 10, 2024

MIDE M WLL EME LL

/s/ Nathan M. Bull

Nathan M. Bull (*pro hac vice*)
333 SE 2nd Avenue, Suite 4500
Miami, FL 33131
Telephone: (305) 358-3500
Email: nbull@mwe.com

- and -

Daniel M. Simon (Georgia Bar No. 690075)
1180 Peachtree St. NE, Suite 3350
Atlanta, Georgia 30309
Telephone: (404) 260-8535
Email: dsimon@mwe.com

- and -

Emily C. Keil (admitted *pro hac vice*)
Jake Jumbeck (admitted *pro hac vice*)
Catherine Lee (admitted *pro hac vice*)
444 West Lake Street, Suite 4000
Chicago, Illinois 60606
Telephone: (312) 372-2000
Email: ekeil@mwe.com
jjumbeck@mwe.com
clee@mwe.com

- and -

Timothy C. Cramton (*pro hac vice application
forthcoming*)
One Vanderbilt Avenue
New York, New York 10017
Telephone: (212) 547-5400
Email: tcramton@mwe.com

Counsel for the Debtors and Debtors-in-Possession

E □ □ □ B □ □ A

CLAIMANT REGISTER

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
1	Stacey Abel , as Personal Representative of the Estate of Bebee Abel	Abel, PR	5405 Babcock Street Operations, LLC; Epsilon Health Care Properties, LLC; CMC II, LLC; Lavie Care Centers, LLC	09/21/22	\$ 125,000	\$ 32,875
2	Sharon Acevedo	Acevedo, Releasor	1120 West Donegan Avenue Operations, LLC	07/09/22	\$140,000	\$ 81,667
3	Jacqueline D. Aker , as Personal Representative of the Estate of Kevin R. Aker	Aker, PR	6700 N.W. 10th Place Operations, LLC	03/02/23	\$ 75,000	\$ 75,000
4	Marie Cherisier , as Personal Representative of the Estate of Philomene A. Antoine	Cherisier, PR	4200 Washington Street Operations, LLC	02/14/23	\$ 75,000	\$ 75,000
5	Nancy Roarck , as Personal Representative of the Estate of Mary Ashley	Roarck, PR	777 Ninth Street North Operations, LLC	06/23/22	\$ 150,000	\$ 150,000
6	Harry Barrett	Barrett, Releasor	11565 Harts Road Operations, LLC	07/06/22	\$ 140,000	\$ 81,667
7	Norma Barry , as Power of Attorney for John Barry	Barry, PoA	2826 Cleveland Avenue Operations, LLC	07/09/21	\$ 50,000	\$ 50,000
8	Jechiel Bershadski , as Power of Attorney for Nelia Bershadski	Bershadski, PoA	777 Ninth Street North Operations, LLC	11/21/23	\$ 85,000	\$ 85,000
9	Connie Blair as Personal Representative of the Estate of Bobby Blair	Blair, PR	3001 Palm Coast Parkway Operations, LLC	05/31/22	\$ 140,000	\$ 81,667
10	Corrado Burdieri , as Personal Representative of the Estate of Theresa Mary Burdieri	Burdieri, PR	North Fort Myers Facility Operations, LLC; Consulate Facility Leasing, LLC	09/07/21	\$ 250,000	\$ 250,000
11	Gerard Celestin , as Personal Representative of the Estate of Sylvia Celestin	Celestin, PR	Miami Facility Operations, LLC	11/08/22	\$ 175,000	\$ 175,000
12	Michelle Stawicki , as Personal Representative of the Estate of Nancy A. Cherba	Stawicki, PR	710 North Sun Drive Operations, LLC; Lavie Care Centers, LLC	09/12/23	\$ 85,000	\$ 85,000

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
13	Jennifer Varela , a Personal Representative of the Estate of Rosenda Clavijo	Varela	Kissimmee Facility Operations, LLC	04/18/24	\$ 150,000	\$ 150,000
14	Gwendolyn Cage , as Personal Representative of the Estate of Doneatha Cobb	Cage, PR	1010 Carpenters Way Operations, LLC	05/18/22	\$ 140,000	\$ 81,667
15	Joseph Cunningham , as Power of Attorney for Jeffrey J. Cunningham	Cunningham, PoA	741 South Beneva Road Operations, LLC	09/21/23	\$ 75,000	\$ 75,000
16	Jill R. Davis , as Personal Representative of the Estate of Larry R. Davis	Davis, PR	777 Ninth Street North Operations, LLC	06/29/23	\$ 65,000	\$ 65,000
17	Jill R. Davis , as Personal Representative of the Estate of Larry R. Davis	Davis, PR	North Fort Myers Facility Operations, LLC	04/13/23	\$ 85,000	\$ 85,000
18	Jose R. Diaz , as Personal Representative of the Estate of Jose Rafael Diaz	Diaz, PR	518 West Fletcher Avenue Operations, LLC; Epsilon Health Care Properties, LLC; Lidenskab LLC	07/26/23	\$ 100,000	\$ 100,000
19	Quenita L. Donald , as Personal Representative or the Estate of Charles Donald	Donald, PR	Jacksonville Facility Operations, LLC	04/05/24	\$ 75,000	\$ 75,000
20	Tracy Lynn Druelle , as Power of Attorney for Catherine Druelle	Druelle, PoA	6305 Cortez Road West Operations, LLC	07/13/22	\$ 140,000	\$ 81,667
21	Linda Solash-Reed , as Personal Representative of the Estate of Billy Joe Early	Solash-Reed, PR	710 North Sun Drive Operations, LLC; Epsilon Health Care Properties, LLC	11/24/20	\$ 125,000	\$ 125,000
22	Lesia A. Rucker , as Personal Representative of the Estate of Mildred G. Fluellen	Rucker, PR	3735 Evans Avenue Operations, LLC	03/09/23	\$ 50,000	\$ 50,000
23	Pamela Foster , as Personal Representative of the Estate of Mary Foster	Foster, PR	3001 Palm Coast Parkway Operations, LLC	03/01/23	\$ 75,000	\$ 75,000
24	Nola Gager , as Personal Representative of the Estate of Ehud Gager	Gager, PR	Kissimmee Facility Operations, LLC	07/13/22	\$ 140,000	\$ 81,667
25	Donald Garrett	Garrett [Releasor]	6700 N.W. 10th Place Operations, LLC	09/29/23	\$ 75,000	\$ 75,000

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
26	Albert J. Gates , III, as Personal Representative of the Estate of Shirley Gates	Gates, PR	9311 South Orange Blossom Trail Operations, LLC	02/03/23	\$ 75,000	\$ 75,000
27	Benny Gibson	Gibson [Releasor]	4641 Old Canoe Creek Road Operations, LLC	08/12/23	\$ 75,000	\$ 75,000
28	Thomas Graham , as Personal Representative of the Estate of Madeline Graham	Graham	Jacksonville Facility Operations, LLC	09/27/22	\$ 150,000	\$ 150,000
29	Mindy Stoltz , as Power of Attorney for John M. Griffin	Stoltz, PoA	3920 Rosewood Way Operations, LLC	04/03/23	\$ 75,000	\$ 75,000
30	Janelle J. Guelich , as Personal Representative of the Estate of Judy Guelich	Guelich, PR	2333 North Brentwood Circle Operations, LLC; Josera, LLC; Tosturi, LLC; Epsilon Health Care Properties, LLC	07/24/23	\$ 100,000	\$ 100,000
31	Tyler Hall Eagleson , as Personal Representative of the Estate of James Edward Hall	Eagleson, PR	Jacksonville Facility Operations, LLC	09/22/23	\$ 75,000	\$ 75,000
32	Constance A.M. Brandt , as Power of Attorney for Mary J. Hause	Brandt, PoA	Melbourne Facility Operations, LLC	07/11/22	\$ 140,000	\$ 81,667
33	Cheryl Waggoner , as Personal Representative of the Estate of Joan Kay Higgins	Waggoner, PR	777 Ninth Street North Operations, LLC	04/08/24	\$ 75,000	\$ 75,000
34	Geraldine Hill , as Personal Representative of the Estate of Roosevelt Hill	Hill, PR	518 West Fletcher Avenue Operations, LLC	04/11/22	\$ 140,000	\$ 81,667
35	Teresa Margraf , as Personal Representative of the Estate of Mary Holt	Margraf, PR	6305 Cortez Road West Operations, LLC	10/13/20	\$ 225,000	\$ 225,000
36	Don Howard , Jr., as Personal Representative of the Estate of Don Howard [Case Style: Luthenia Hayes, PR . . .]	Howard, Jr., PR	710 North Sun Drive Operations, LLC	08/24/21	\$ 175,000	\$ 25,000
37	Johnnie Mae Jones Smith , as Personal Representative of the Estate of Juanita Jones	Smith, PR	Port Charlotte Facility Operations, LLC	07/27/23	\$ 75,000	\$ 75,000

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
38	Danielle Anglade , as Personal Representative of the Estate of Maria Joseph	Anglade, PR	4200 Washington Street Operations, LLC; CMC II, LLC		\$ 100,000	\$ 100,000
39	Laura Knicley , as Personal Representative of the Estate of Peggy Knicley	Knicley, PR	195 Mattie M. Kelly Boulevard Operations, LLC; Epsilon Health Care Properties, LLC	10/18/22	\$ 140,000	\$ 14,000
40	Angela Pinkney , as Personal Representative of the Estate of Mae Liza Knight	Pinkney, PR	1615 Miami Road Operations, LLC	04/11/23	\$ 75,000	\$ 75,000
41	Yvonne Kolbe , as Personal Representative of the Estate of Richard Kolbe	Kolbe, PR	1851 Elcam Boulevard Operations, LLC; Epsilon Health Care Properties, LLC; Lavie Care Centers, LLC	10/07/22	\$ 100,000	\$ 37,500
42	Kendra Mae Mize , as Personal Representative of the Estate of Ingrid K. Lane	Mize	1550 Jess Parrish Court Operations, LLC; Epsilon Health Care Properties, LLC; LV CHC Holdings I, LLC; Concourse Partners, LLC; Lavie Care Centers, LLC; Concurrent Partners, LLLP	04/18/24	\$ 100,000	\$ 100,000
43	Gloria Mackey	Mackey [Releasor]	1120 West Donegan Avenue Operations, LLC	04/11/22	\$ 140,000	\$ 81,667
44	Diane Malcomb , as Personal Representative of the Estate of Buddy R. Malcomb	Malcomb, PR	3735 Evans Avenue Operations, LLC	03/07/22	\$ 100,000	\$ 100,000
45	Billy Manuel , as Personal Representative of the Estate of Anthony Manuel	Manuel, PR	4200 Washington Street Operations, LLC	10/12/23	\$ 75,000	\$ 75,000
46	Lydia Martinez , as Personal Representative of the Estate of Luz M. Martinez	Martinez, PR	New Port Richey Facility Operations, LLC	06/06/23	\$ 75,000	\$ 75,000
47	Charles Mazza , as Personal Representative of the Estate of Alfonso Mazza	Mazza, PR	12170 Cortez Boulevard Operations, LLC; Epsilon Health Care Properties, LLC; Tosturi, LLC	09/01/23	\$ 100,000	\$ 100,000
48	Alberta Walls , as Personal Representative of the Estate of Gwendolyn McCray	Walls, PR	6700 N.W. 10th Place Operations, LLC	04/07/24	\$ 75,000	\$ 75,000

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
49	Darlene Yvette Cuves , as Personal Representative of the Estate of David McGhee	Cuves, PR	3735 Evans Avenue Operations, LLC	06/23/23	\$ 65,000	\$ 65,000
50	Vickie McHenry	McHenry, Releasor	11565 Harts Road Operations, LLC	04/16/24	\$ 35,000	\$ 35,000
51	Donald McKenzie , as Personal Representative of the Estate of Stanley McKenzie	McKenzie, PR	9311 South Orange Blossom Trail Operations, LLC	05/10/22	\$ 140,000	\$ 81,667
52	Melissa Smith , as Personal Representative of the Estate of Nettie P. McKinnon-Murphy	Smith, PR	1120 West Donegan Avenue Operations, LLC	05/23/22	\$ 140,000	\$ 81,667
53	Shannon Castro , as Power of Attorney for Vernon Lee Meyer	Castro, PoA	Baya Nursing and Rehabilitation, LLC	07/14/23	\$ 75,000	\$ 75,000
54	Eileen Miller	Miller [Releasor]	9400 SW 137th Avenue Operations LLC; NSPRMC, LLC	08/30/23	\$ 62,500	\$ 62,500
55	Carmen Millsap , as Personal Representative of the Estate of James Millsap	Millsap, PR	3001 Palm Coast Parkway Operations, LLC; CMC II, LLC	12/01/20	\$ 200,000	\$ 200,000
56	Anna Hollins , as Personal Representative of the Estate of Doris Mitchell	Hollins, PR	Brandon Facility Operations, LLC	06/23/22	\$ 140,000	\$ 81,667
57	Julienne Joseph , as Power of Attorney for Juliette Mompoint	Joseph, PoA	4200 Washington Street Operations, LLC	09/26/23	\$ 75,000	\$ 75,000
58	Donald Moran , as Power of Attorney for Doris Moran	Moran, PoA	3735 Evans Avenue Operations, LLC	05/19/22	\$ 140,000	\$ 81,667
59	Darlene L. Murison , as Personal Representative of the Estate of David G. Murison	Murison, PR	Port Charlotte Facility Operations, LLC	01/11/21	\$ 75,000	\$ 75,000
60	Howard Williams , as Personal Representative of the Estate of Nessa	Williams, PR	9311 South Orange Blossom Trail Operations, LLC	08/01/22	\$ 150,000	\$ 60,000
61	Joshua R. Nielsen , as Personal Representative of the Estate of Martin Nielsen	Nielsen, PR	West Altamonte Facility Operations, LLC	04/06/24	\$ 75,000	\$ 75,000
62	Margaret Jones-Frison , as Personal Representative of the Estate of Dorothy Johnson Norris	Jones-Frison, PR	710 North Sun Drive Operations, LLC; Lidenskab, LLC	06/20/23	\$ 125,000	\$ 125,000

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
63	David O'Berry , as Personal Representative of the Estate of Barbara O'Berry	O'Berry, PR	7950 Lake Underhill Road Operations, LLC	04/18/24	\$ 175,000	\$ 175,000
64	Avram S. Oegar , as Personal Representative of the Estate of Avram Oegar	Oegar, PR	4200 Washington Street Operations, LLC	02/23/23	\$ 75,000	\$ 75,000
65	Orlando Ortiz , as Personal Representative of the Estate of Crispin D. Ortiz	Ortiz, PR	216 Santa Barbara Boulevard Operations, LLC	10/10/23	\$ 65,000	\$ 65,000
66	Jerri Owens , as Power of Attorney for Lular Owens	Owens, PoA	Kissimmee Facility Operations, LLC; Laive Care Centers, LLC	09/19/22	\$ 100,000	\$ 37,500
67	Gonzalo Padron , as Personal Representative of the Estate of Marina Padron	Padron, PR	Floridian Facility Operations, LLC	04/19/23	\$ 75,000	\$ 75,000
68	John Paul , as Personal Representative of the Estate of Karen Paul-Bennett	Paul, PR	Baya Nursing and Rehabilitation, LLC	05/18/22	\$ 140,000	\$ 81,667
69	Karel S. Bennett , as Personal Representative of the Estate of Suzanne Perez	Bennett, PR	1465 Oakfield Drive Operations, LLC	01/11/24	\$ 75,000	\$ 75,000
70	Elizenda Pina Torres , as Personal Representative of the Estate of Mirelle Pina	Torres, PR	4200 Washington Street Operations, LLC	08/04/23	\$ 75,000	\$ 75,000
71	Tiffany Bivins , as Personal Representative of the Estate of Tereather Powell	Bivins, PR	3101 Ginger Drive Operations, LLC; Tallahassee Facility Operations, LLC; Joseira, LLC; Tosturi, LLC; Epsilon Health Care Properties, LLC	03/26/24	\$ 75,000	\$ 75,000
72	Brett Rigas , as Personal Representative of the Estate of Gail Rigas	Rigas, PR	7950 Lake Underhill Road Operations, LLC	10/19/22	\$ 160,000	\$ 16,000
73	Laura Reyes , as Power of Attorney for Delia Rodriguez	Reyes, PoA	6414 13th Road South Operations, LLC	11/06/23	\$ 75,000	\$ 75,000
74	Maria Herrera , as Personal Representative of the Estate of Aldemaro Rojas	Herrera, PR	Miami Facility Operations, LLC	07/28/23	\$ 75,000	\$ 75,000
75	Annabelle Rios , as Power of Attorney for Gloria Rojas	Rios, PoA	7950 Lake Underhill Road Operations, LLC	10/21/22	\$ 125,000	\$ 12,500
76	Daniel Rousseau , as Personal Representative of the Estate of Gertrude Rousseau	Rousseau, PR	West Altamonte Facility Operations, LLC	10/06/20	\$ 145,000	\$ 145,000

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
77	Dennis Sampson , as Personal Representative of the Estate of Marguerite Sampson	Sampson, PR	710 North Sun Drive Operations, LLC; Florida Health Care Properties, LLC; Genoa Healthcare Group, LLC	04/10/21	\$ 210,000	\$ 210,000
78	Sharon Scott , as Personal Representative of the Estate of Moses Scott , III	Scott, PR	9355 San Jose Boulevard Operations, LLC	05/13/22	\$ 140,000	\$ 81,667
79	Rita Baar , as Power of Attorney for Delano Skow	Baar, PoA	2826 Cleveland Avenue Operations, LLC	04/03/23	\$ 90,000	\$ 90,000
80	Qiana Watson , as Personal Representative of the Estate of Anna Marie Brown Smith	Watson, PR	Miami Facility Operations, LLC	04/07/23	\$ 75,000	\$ 75,000
81	Alilla Stover , as Personal Representative of the Estate of Machrell Stover	Stover, PR	9311 South Orange Blossom Trail Operations, LLC	03/06/23	\$ 75,000	\$ 75,000
82	Lashell Taylor , as Personal Representative of the Estate of Catherine Taylor	Taylor, PR	West Altamonte Facility Operations, LLC	08/11/23	\$ 125,000	\$ 125,000
83	Emma Foster , as Plenary Guardian of the Ward Levi Foster	Foster, Plenary Guardian	15204 West Colonial Drive Operations, LLC	10/27/22	\$ 140,000	\$ 81,667
84	Marie C. Louine , as Personal Representative of the Estate of Rosita Thenor	Louine, PR	6414 13th Road South Operations, LLC	09/26/23	\$ 75,000	\$ 75,000
85	Erin Poarch , Individually and as Personal Representative of the Estate of William A. Thompson	Poarch, PR	1851 Elkcarn Boulevard Operations, LLC	05/20/21	\$ 125,000	\$ 125,000
86	Michael D. Thompson , as Personal Representative of the Estate of Christine Thompson	Thompson, PR	North Fort Myers Facility Operations, LLC	08/03/23	\$ 206,000	\$ 206,000
87	Linda Tillman , as Personal Representative of the Estate of Bertha Tillman	Tillman, PR	4200 Washington Street Operations, LLC	02/17/23	\$ 100,000	\$ 100,000
88	Jennie Zayas , as Personal Representative of the Estate of Edwin A. Zayas Torres	Zayas, PR	7950 Lake Underhill Road Operations, LLC	01/09/23	\$ 75,000	\$ 75,000
89	Rodney Christopher Vargas , as Personal Representative of the Estate of Gerardo Vargas	Vargas, PR	4200 Washington Street Operations, LLC	09/21/23	\$ 75,000	\$ 75,000
90	Juanita Davila , as Power of Attorney for Rafael Vega	Davila, PoA	7950 Lake Underhill Road Operations, LLC	04/14/22	\$ 140,000	\$ 81,667
91	James Walker , as Personal Representative of the Estate of Louise Walker	Walker, PR	Miami Facility Operations, LLC	06/21/22	\$ 140,000	\$ 81,667

	Claimant/Plaintiff Name	Claimant PR/PoA/ Releasor	Defendant Entity	Settlement Date	Settlement Amount	Outstanding Amount
92	Dennis W. Walker , Jr., as Personal Representative of the Estate of Lula Mae Walker	Walker, Jr., PR	1615 Miami Road Operations, LLC	05/18/22	\$ 140,000	\$ 81,667
93	Rebecca Barrow , as Personal Representative of the Estate of Carolyn Wayt	Barrow, PR	Baya Nursing and Rehabilitation, LLC	12/16/21	\$ 250,000	\$ 250,000
94	Susan Whitcomb	Whitcomb	702 South Kings Avenue Operations, LLC	07/08/22	\$ 140,000	\$ 81,667
95	Stephania Redding , as Personal Representative of the Estate of Jessie White	Redding, PR	Orange Park Facility Operations, LLC	06/22/22	\$ 140,000	\$ 81,667
96	Anna Wendolyn Wilkie , as Personal Representative of the Estate of Barbara Wilkie	Wilkie, PR	6700 N.W. 10th Place Operations, LLC	07/06/23	\$ 75,000	\$ 75,000
97	Teresa R. Woodard , as Power of Attorney for Chester L. Woodard , Jr.	Woodard, PoA	2826 Cleveland Avenue Operations, LLC	07/10/20	<u>\$ 50,000</u>	<u>\$ 30,000</u>
			TOTALS:		\$ 10,763,500	\$ 8,678,877

EXHIBIT A OF SECE

I hereby certify that on this date a true and correct copy of the foregoing was served via email on the below as counsel for Recovery Corp. in the above-captioned Chapter 11 Cases:

JOHN A. ANTHONY, ESQUIRE
Florida Bar Number: 0731013
janthony@anthonyandpartners.com
ANTHONY & PARTNERS, LLC
100 S. Ashley Drive, Suite 1600
Tampa, Florida 33602
Tel.: (813) 273-5616 | Fax: (813) 221-4113

Dated: New York, New York
September 10, 2024

MEMORANDUM WILL EME LLC

/s/ Timothy C. Cramton

Timothy C. Cramton (*pro hac vice application forthcoming*)

One Vanderbilt Avenue
New York, New York 10017
Telephone: (212) 547-5400
Email: tcramton@mwe.com

Counsel for the Debtors and Debtors-in-Possession

In light of the Debtors' ongoing good faith efforts to respond to the discovery requests made by Recovery Corp. and provide fulsome responses and document productions in advance of the hearing currently scheduled for September 30, 2024, the Debtors request that Recovery Corp. similarly provide responses to these and the Debtors' other discovery requests prior to that date.

DEFINITIONS

1. "You" or "Recovery Corp." means and refers to Healthcare Negligence Settlement Recovery Corp., together with any past or present shareholders, officers, directors, employees, accountants, attorneys, or other agents of Recovery Corp.

2. "Anthony & Partners" means and refers to Anthony & Partners, LLC, and any of its attorneys, members, partners, shareholders, managers, associates, analysts, employees, agents, or other representatives.

3. "Assignment" means and refers to any purported assignment of Claims by any of the Florida Claimants to Recovery Corp., including, without limitation, the purported assignment of Claims described in Paragraph 14 of the Complaint filed in the Miami Action.

4. "Authorization" means and refers to the authorization of a direct or indirect transfer of structured settlement payment rights in a final order by a court of competent jurisdiction pursuant to and accordance with Florida's Structured Settlement Protection Act, Florida Statute § 626.99296, *et seq.*

5. "Claims" means and refers to any and all claims, causes of action, and/or other rights, including, without limitation, the rights to any payments or amounts owing under a settlement agreement, that any individual Florida Claimant, or their authorized representative acting on their behalf under power of attorney or on behalf of their probate estate, purportedly

assigned or transferred to Recovery Corp., including, without limitation, the Claims described in Paragraph 11 of the Complaint filed in the Miami Action.

6. “Claimant Register” means and refers to the schedule attached as Exhibit C to the Complaint filed in the Miami Action, which lists the name of each Florida Claimant, the name of the Florida Claimant or their personal representative or person authorized by Power of Attorney as Releaser of their Claims, the Defendant Entity, Settlement Date and Amount, and Outstanding Amount, numbered 1-97.

7. “Florida Claimants” means and refers to the Florida-based claimants who assigned their Claims to Recovery Corp. as listed in the Claimant Registrar and as defined as the “Claimants” in Paragraph 11 of the Complaint filed in the Miami Action.

8. “Document” or “document” shall be construed in the most comprehensive and inclusive sense permitted by Rule 34 of the Federal Rules of Civil Procedure, and shall include the original and any copy of any and all writings as that term is defined in Federal Rule of Evidence 1001, and including, without limitation, letters, minutes, correspondence, social media messages, telegrams, bulletins, instructions, charts, literature, work assignments, reports, memoranda, notes, contracts, agreements, inter-office communications, notebooks, drafts, studies, notices, summaries, books, graphs, photographs, data sheets, data compilations, tapes, sound recordings, telephone messages, including “text” messages, e-mails and all data stored in electronic form or accessible through computer or other electronic information retrieval systems, including all metadata, together with instructions and all other materials to use or interpret such data. The term “Document(s)” also includes any message sent electronically, including, without limitation, any message sent via cell phone (including, without limitation, smart phones, iPhones, or Android phones), electronic tablet (including, without limitation, iPads or Android tablets), text, Blackberry

Messenger, Facebook messenger, Google Chat, Google Talk, GroupMe, Jabber, Line, iMessage, Skype, Slack, Snapchat, Telegram, Viber, WeChat, or WhatsApp. This definition covers both external and internal communications.

9. “Miami Action” means and refers to the legal action Recovery Corp. brought against certain Debtors and other defendants in the Civil Division of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, on April 22, 2024, captioned *Healthcare Negligence Settlement Recovery Corp. v. 5405 Babcock Street Operations, LLC et al.*, No 2024-0007342-CA-01.

10. “Proof of Claim” means and refers to any proof of claim filed or submitted in these Chapter 11 Cases, including, without limitation, any filed by or on behalf of Recovery Corp. and/or the Florida Claimants.

11. “Settlement” or “Settlements” mean and refer to any settlement memorialized by the Settlement Documents (as defined in Paragraph 13 of the Complaint filed in the Miami Action) and reflected in the Claimant Register. Each particular Settlement may be identified in the Requests as “Settlement No. ___” based on the corresponding number listed in the Claimant Register.

NS□□□□□NS

1. You must produce responsive, non-privileged Documents in response to the Requests below in accordance with Your obligations under the Rules, including, specifically, under Rule 34 of the Federal Rules of Civil Procedure.

2. Except as stated otherwise, in responding to the Requests You must furnish all responsive Documents in Your possession, custody, or control, including Documents in the possession, custody, or control of any affiliated entities, officers, directors, employees, agents,

representatives, attorneys, investigators, auditors, consultants, accounts, and other persons acting or purporting to act on Your behalf.

3. The Requests seek production of all responsive Documents in their entirety, along with any attachments, drafts and non-identical copies, including, without limitation, copies that differ by virtue of handwritten or other notes or markings.

4. If, for any Request, no responsive information or Documents are in Your possession, custody, or control, You must expressly and specifically state so in Your response to any such Request.

5. If any Document responsive to the Requests was, but is no longer, in Your possession, custody, or control, or is no longer in existence, state whether it is: (i) missing or lost; (ii) destroyed; (iii) transferred voluntarily or involuntarily to others, and, if so, to whom; or (iv) otherwise disposed of to the extent reasonably possible and appropriate.

6. If any Document that is potentially responsive to any Request is withheld under any claim(s) of privilege or work product protection, please provide a written list describing the Document so withheld to include, without limitation, the following information: (i) date; (ii) name of the person or other entity who or which drafted, authored or prepared it; (iii) title; (iv) name of the person or other entity to whom the Document was addressed; (v) name of each person or entity to whom the Document, or any copy, was either directed, addressed, sent, delivered, mailed, given or in any other manner disclosed; (vi) a statement of the ground or grounds on which each such Document is considered to be privileged from production; and (vii) a brief description of the subject matter of the document—unless otherwise specified by mutual agreement of the Parties or as directed by the Court.

7. If a portion of an otherwise responsive Document contains information subject to a claim of privilege, such portion of the Document subject to a claim of privilege may be redacted from the Document so that the rest of the Document can be produced. Any such Documents shall bear notations reflecting where portions were redacted. If Documents requested below are produced in a redacted version, identify each Document that has been redacted and set forth the basis or grounds for the redaction in sufficient detail.

8. For standard Documents, emails, and presentations originating in electronic form, Documents should be produced as TIFF images for paper Documents, with a delimited text file containing the following extracted metadata fields: (i) Beginning Production (or Bates) Number; (ii) Ending Production Number; (iii) Beginning Attachment Range; (iv) Ending Attachment Range; (v) Custodian; (vi) Original Location Path; (vii) Email Folder Path; (viii) Document Type; (ix) Author; (x) Title; (xi) File Name; (xii) File Ext; (xiii) File Size; (xiv) MD5 Hash; (xv) Date Last Modified; (xvi) Date Created; (xvii) Date Sent; (xviii) Time Sent [HH:MM:SS]; (xix) MessageID; (xx) Date Received; (xxi) From; (xxii) Recipients; (xxiii) Copyees; (xxiv) Blind Copyees; (xxv) Pages; (xxvi) Email Subject; (xxvii) Calendar Start Date; (xxviii) Calendar End Date; (xxix) Native link path; and (xxx) Extracted Text (not OCR Text) produced as separate .TXT files.

9. Additional special processing of certain electronically stored information will be as follows: Microsoft Excel spreadsheet fields will not be converted to TIFF files and will be produced in native format. A placeholder TIFF image will be created, Bates numbered, and the produced Excel file will be renamed to match the Bates number on its corresponding placeholder page. The exception will be for redacted spreadsheets which will be produced in TIFF format. Images for the redacted spreadsheets will display the content in the same manner as if it were

printed. The extractable metadata and text will be provided for native files, and OCR will be provided for the un-redacted portions of the Documents.

10. Whenever appropriate, the singular form of a word shall be considered to include within its meaning the plural form of the word, and vice versa; the neuter form of a pronoun shall be considered to include within its meaning the masculine and feminine forms of the pronoun and vice versa; and the use of any tense of any verb shall be considered to include within its meaning all other tenses of the verb. In each such instance, the Request shall be construed so as to furnish the most complete and inclusive response.

11. If You object to any Request, in whole or in part, You must with specificity the reason for that objection.

E S F D N F D M E N S

3. Documents sufficient to show Anthony & Partners' authority, if any, to file Proof of Claims for or on behalf of any person or entity other than Recovery Corp. in these Chapter 11 Cases, including, without limitation, with respect to the Florida Claimants.

4. Documents sufficient to show the name and address of each and every current stockholder, shareholder, member, and/or any other person or entity holding an equity interest and/or any beneficial ownership in Recovery Corp., and the respective share, stockholding and/or ownership of each such person or entity.

5. All organizational and corporate Documents of Recovery Corp., including, without limitation, articles of incorporation, certificate of formation, bylaws, corporate minutes, stock ledger, and current organizational charts.

Dated: Miami, Florida
September 13, 2024

MODEM WILL EME LL

/s/ Nathan M. Bull

Nathan M. Bull (*pro hac vice*)
333 SE 2nd Avenue, Suite 4500
Miami, FL 33131
Telephone: (305) 358-3500
Email: nbull@mwe.com

- and -

Daniel M. Simon (Georgia Bar No. 690075)
1180 Peachtree St. NE, Suite 3350
Atlanta, Georgia 30309
Telephone: (404) 260-8535
Email: dsimon@mwe.com

- and -

Emily C. Keil (*admitted pro hac vice*)
Jake Jumbeck (*admitted pro hac vice*)
Catherine Lee (*admitted pro hac vice*)
444 West Lake Street, Suite 4000
Chicago, Illinois 60606
Telephone: (312) 372-2000
Email: ekeil@mwe.com
jjumbeck@mwe.com
clee@mwe.com

- and -

Timothy C. Cramton (*pro hac vice pending*)
One Vanderbilt Avenue
New York, New York 10017
Telephone: (212) 547-5400
Email: tcramton@mwe.com

Counsel for the Debtors and Debtors-in-Possession

OFFICE OF THE CLERK OF THE COURT

I hereby certify that on this date a true and correct copy of the foregoing was served via email on the below as counsel for Recovery Corp. in the above-captioned Chapter 11 Cases:

JOHN A. ANTHONY, ESQUIRE
Florida Bar Number: 0731013
janthony@anthonyandpartners.com
ANTHONY & PARTNERS, LLC
100 S. Ashley Drive, Suite 1600
Tampa, Florida 33602
Tel.: (813) 273-5616 | Fax: (813) 221-4113

Dated: New York, New York
September 13, 2024

MODEM WILL EME LL

/s/ Timothy C. Cramton

Timothy C. Cramton (*pro hac vice* pending)
One Vanderbilt Avenue
New York, New York 10017
Telephone: (212) 547-5400
Email: tcramton@mwe.com

Counsel for the Debtors and Debtors-in-Possession

In light of the Debtors' ongoing good faith efforts to respond to the discovery requests made by Recovery Corp. and provide fulsome responses and document productions in advance of the hearing currently scheduled for September 30, 2024, the Debtors request that Recovery Corp. similarly provide responses to these Interrogatories and the Debtors' other discovery requests prior to that date.

DEFINITIONS

1. "You" or "Recovery Corp." means and refers to Healthcare Negligence Settlement Recovery Corp., together with any past or present shareholders, officers, directors, employees, accountants, attorneys, or other agents of Recovery Corp.

2. "Anthony & Partners" means and refers to Anthony & Partners, LLC, and any of its attorneys, members, partners, shareholders, managers, associates, analysts, employees, agents, or other representatives.

3. "Assignment" means and refers to any purported assignment of Claims by any of the Florida Claimants to Recovery Corp., including, without limitation, the purported assignment of Claims described in Paragraph 14 of the Complaint filed in the Miami Action.

4. "Authorization" means and refers to the authorization of a direct or indirect transfer of structured settlement payment rights in a final order by a court of competent jurisdiction pursuant to and accordance with Florida's Structured Settlement Protection Act, Florida Statute § 626.99296, *et seq.*

5. "Claims" means and refers to any and all claims, causes of action, and/or other rights, including, without limitation, the rights to any payments or amounts owing under a settlement agreement, that any individual Florida Claimant, or their authorized representative acting on their behalf under power of attorney or on behalf of their probate estate, purportedly

assigned or transferred to Recovery Corp., including, without limitation, the Claims described in Paragraph 11 of the Complaint filed in the Miami Action.

6. “Claimant Register” means and refers to the schedule attached as Exhibit C to the Complaint filed in the Miami Action, which lists the name of each Florida Claimant, the name of the Florida Claimant or their personal representative or person authorized by Power of Attorney as Releaser of their Claims, the Defendant Entity, Settlement Date and Amount, and Outstanding Amount, numbered 1-97.

7. “Florida Claimants” means and refers to the Florida-based claimants who assigned their Claims to Recovery Corp. as listed in the Claimant Registrar and as defined as the “Claimants” in Paragraph 11 of the Complaint filed in the Miami Action.

8. “Miami Action” means and refers to the legal action Recovery Corp. brought against certain Debtors and other defendants in the Civil Division of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, on April 22, 2024, captioned *Healthcare Negligence Settlement Recovery Corp. v. 5405 Babcock Street Operations, LLC et al.*, No 2024-0007342-CA-01.

9. “Proof of Claim” means and refers to any proof of claim filed or submitted in these Chapter 11 Cases, including, without limitation, any filed by or on behalf of Recovery Corp. and/or the Florida Claimants.

10. “Settlement” or “Settlements” mean and refer to any settlement memorialized by the Settlement Documents (as defined in Paragraph 13 of the Complaint filed in the Miami Action) and reflected in the Claimant Register.

NS□□□□□NS

1. You must respond to the Interrogatories below in accordance with Your obligations under the Rules, including, specifically, under Rule 33 of the Federal Rules of Civil Procedure, based upon documents and information known to You and in Your possession, custody, or control.

2. To the extent you cannot completely answer any Interrogatory after making diligent efforts to do so, You must describe all efforts made to answer the interrogatory, and identify every person involved in such efforts.

3. Whenever appropriate, the singular form of a word shall be considered to include within its meaning the plural form of the word, and vice versa; the neuter form of a pronoun shall be considered to include within its meaning the masculine and feminine forms of the pronoun, and vice versa; and the use of any tense of any verb shall be considered to include within its meaning all other tenses of the verb. In each such instance, the Interrogatory shall be construed so as to furnish the most complete and inclusive response.

4. The responses to these Interrogatories must be signed by the officer or other authorized person for Recovery Corp that provided the responses to these Interrogatories.

5. These Interrogatories are continuing, and any response that is discovered to be inaccurate, incomplete, or otherwise in need of supplementation after service of the responses to these Interrogatories shall be corrected, amended or supplemented as soon as reasonably practicable.

6. To the extent the Interrogatories call for you to identify or refer to any particular Settlement, You shall identify such Settlement as “Settlement No. ___” based on the corresponding number listed in the Claimant Register.

NEGALES

3. Identify each and every Proof of Claim filed in these Chapter 11 Cases that You know or have reason to believe is a Claim that was purportedly assigned or transferred to Recovery Corp, including, without limitation, those filed by or on behalf of any Florida Claimant, and, for each such Claim, (i) describe the reason or basis for Your knowledge or belief; and (ii) explain Your understanding of the circumstances under which such Proof of Claim could be filed or asserted by anyone other than Recovery Corp.

4. For each and every Proof of Claim that Anthony & Partners filed for or on behalf of any other person or entity other than Recovery Corp. in these Chapter 11 Cases, including, without limitation, the Florida Claimants, explain whether You knew or had reason to believe that Anthony & Partners was authorized to file such Proof of Claim, and, in each such instance, describe the reason or basis for Your knowledge, including, without limitation, identifying any Documents that support or reflect such knowledge or belief.

Dated: Miami, Florida
September 13, 2024

MDE M WLL EME LL

/s/ Nathan M. Bull

Nathan M. Bull (*pro hac vice*)
333 SE 2nd Avenue, Suite 4500
Miami, FL 33131
Telephone: (305) 358-3500
Email: nbull@mwe.com

- and -

Daniel M. Simon (Georgia Bar No. 690075)
1180 Peachtree St. NE, Suite 3350
Atlanta, Georgia 30309
Telephone: (404) 260-8535
Email: dsimon@mwe.com

- and -

Emily C. Keil (admitted *pro hac vice*)
Jake Jumbeck (admitted *pro hac vice*)
Catherine Lee (admitted *pro hac vice*)
444 West Lake Street, Suite 4000
Chicago, Illinois 60606
Telephone: (312) 372-2000
Email: ekeil@mwe.com
jjumbeck@mwe.com
clee@mwe.com

- and -

Timothy C. Cramton (*pro hac vice* pending)
One Vanderbilt Avenue
New York, New York 10017
Telephone: (212) 547-5400
Email: tcramton@mwe.com

Counsel for the Debtors and Debtors-in-Possession

OFFICE OF THE CLERK OF THE COURT

I hereby certify that on this date a true and correct copy of the foregoing was served via email on the below as counsel for Recovery Corp. in the above-captioned Chapter 11 Cases:

JOHN A. ANTHONY, ESQUIRE
Florida Bar Number: 0731013
janthony@anthonyandpartners.com
ANTHONY & PARTNERS, LLC
100 S. Ashley Drive, Suite 1600
Tampa, Florida 33602
Tel.: (813) 273-5616 | Fax: (813) 221-4113

Dated: New York, New York
September 13, 2024

MODERATE WILL EME LLC

/s/ Timothy C. Cramton
Timothy C. Cramton (*pro hac vice* pending)
One Vanderbilt Avenue
New York, New York 10017
Telephone: (212) 547-5400
Email: tcramton@mwe.com

Counsel for the Debtors and Debtors-in-Possession