

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.  
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**AFFIDAVIT OF CAMERON B. BARNARD, ESQ.  
IN SUPPORT OF RECOVERY CORP.’S CONFIRMATION OBJECTIONS**

BEFORE ME on the 4<sup>th</sup> day of October 2024, the undersigned, personally appeared Cameron B. Barnard, Esquire, who, upon being duly cautioned and sworn, deposes and says:

**A. Preliminary Averments**

1. My name is Cameron B. Barnard.
2. I am over the age of 18. This affidavit is made based on my personal knowledge.
3. Everything in this affidavit is true and correct.
4. This affidavit is made in support of the objections to confirmation (as amended and supplemented, the “Confirmation Objections”)<sup>1</sup> filed by Healthcare

<sup>1</sup> “Recovery Corp.’s Omnibus Objection to the Operative Combined Plan” [Adv. Doc. 470], filed on September 30, 2024.



Negligence Settlement Recovery Corp. (“Recovery Corp.”), directed to a plan of reorganization (as periodically amended and supplemented, the “Pending Plan”)<sup>2</sup>. The Pending Plan has been proposed by 282 business entities (collectively, the “Debtors”), that have each filed a separate chapter 11 case (collectively, the “Reorganizations”), all of which are jointly administered by this Court.

**B. Averments Relating to My Practice Area**

5. At all times relevant hereto, I have been a member of The Florida Bar and have been actively involved in the representation of elders and the estates of elders in connection with nursing home negligence claims in the State of Florida.

6. Based upon my areas of practice, I am generally aware that (a) the State of Florida has one of the highest, if not the highest, percentage of elderly residents and more nursing home residents than most or all other states; (b) the amount of substandard care and neglect in skilled nursing facilities (“SNFs”) throughout the State of Florida is worse than almost all other states based on several peer-reviewed data, studies and reports; and (c) the Florida legislature has formulated a statutory scheme set forth in Florida Statutes §§400.023 through 400.024, “The Residents’ Rights Act”, in an attempt to address civil causes of action for nursing home negligence. Since the mid 1990’s, The Residents’ Rights Act has been amended

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<sup>2</sup> “Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization” [Adv. Doc. 461], filed on September 26, 2024.

many times in favor of the nursing home industry and to the detriment of the elderly vulnerable residents.

7. At relevant points of my career, I have been generally aware of a large nursing home negligence concern commonly known as “Consulate,” that initiated a set of bankruptcy cases after a federal court in Tampa, Florida entered a substantial qui tam judgment against it for defrauding the United States. At this time, Consulate had substantial lawsuits against it for nursing home negligence claims. Based on my understanding and belief, the SNFs owned or controlled by Consulate in the past have been passed from one entity to the next over time since Consulate’s bankruptcy cases were wound up.

8. I have a very limited understanding of bankruptcy law in general, and chapter 11 procedure in “SNF reorganizations” in particular.<sup>3</sup> However, from the interface between my nursing home negligence practice and the world of chapter 11, I observe that senior Floridians residing in SNFs are at tremendous risk of nursing home negligence based upon a business model that broadly consists of (a) providing substandard care for seniors, (b) receipt of steady funds from the United States (Medicaid, Medicare, etc.), (c) carrying little or no insurance coverage for the

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<sup>3</sup> My limited knowledge of bankruptcy law stems from the common phenomenon in Florida nursing home litigation of out-of-state large corporate nursing home bankruptcy cases staying my nursing home negligence lawsuits, and ultimately producing small or non-existent distributions for my clients. I am not a bankruptcy practitioner and my use of bankruptcy terms and reference to bankruptcy authorities is not intended to be a substitute for legal arguments advanced by Recovery Corp.’s counsel of record.

substandard care provided, (d) maintaining operating entities that have no independent assets other than the license itself in order to operate, (e) utilization of related management companies, landlords, and “ancillary care” affiliated suppliers apparently to disguise profits as business expenses, and (f) planned chapter 11 packages to predictably migrated business operations when the consequences of institutionalized nursing home negligence produce adverse results in Florida courts. Although the vagaries of these processes are not within my range of knowledge, these industry norms are well-recognized and understood in my practice area. Many well-respected media outlets have documented this scheme over the years.

9. Although Florida law allows SNF owners and operators to carry little to no insurance, I am aware that Florida Statutes §§400.023 through 400.024 do place requirements on SNF operators to provide written notice to claimants when a license to operate a SNF is in queue to be transferred, and provides other related requirements to prevent SNF operators from being financially irresponsible and using corporate shells to escape liability. Notification requirements are within the jurisdiction of the Agency for Healthcare Administration (“AHCA”), which is tasked with making sure that SNF operators are financially accountable to their nursing home negligence victims.

**C. Averments Relating to My Involvement  
with My Claimants, My Settlements, and the Defaults**

10. During my practice in nursing home negligence law, I have represented

nursing home negligence clients whose claims were not paid by the operator due to the filing of chapter 11 cases in which the SNF in question filed bankruptcy but basically continued the exact same business model after a corporate reorganization intended to discharge my clients' claims. Accordingly, although I am not an insolvency professional, I have a keen sense of awareness at the outset of a representation regarding (a) whether negligence has occurred, (b) liability for negligence, and (c) recoverability of any award.

11. Attached hereto as Exhibit "A" is a schedule showing my law firm's representation of specified claimants (collectively, "my Claimants") who incurred claims against one or more of the Debtors for nursing home negligence at a particular SNF. In each instance, our clients suffered as a result of negligence, and my firm (through me or my partners) brought litigation (collectively, "my Lawsuits") against the specific Debtors to recover on account of those claims.

12. With respect to my law firm's Claimants, we dealt directly with Dan Dias, Esquire, and or his partner Tony Cifuentes, members of The Florida Bar representing the Debtors in question as counsel of record and negotiated with them as opposing counsel.

13. My firm's settlement negotiations with Mr. Dias<sup>4</sup> as opposing counsel

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<sup>4</sup> All references to Mr. Dias below include him in his individual capacity, as counsel of record for various Debtors, his law firm, his law firm's employees and agents including Tony Cifuentes and Dave Thomas, and any other business entities for whom he has been providing executive or legal

produced a series of settlement agreements (collectively, “my firm Settlements”). During settlement negotiations leading up to my Settlements, Mr. Dias and his partner made affirmative representations to us that each of the referenced Debtors tied to my Claimants would be able to successfully fund my Settlements from the earnings going forward of each corresponding SNF. These discussions occurred during the year preceding June 1, 2024.

14. Although I did not have any knowledge of the corporate structure of the Debtors at the time, and did not fully appreciate Mr. Dias’s various roles, I now understand that Mr. Dias did not just represent the various SNFs that were “reborn” in the aftermath of Consulate, but that Mr. Dias and his firm have apparently also been general counsel for the management company overseeing all of the SNFs within Consulate’s former Florida footprint, this being Zomleben, LLC d/b/a Synergy Healthcare Solutions (“Synergy”).

15. During late 2023, I became aware that my firm’s Settlements were in breach with the corresponding Debtors as they stopped making payments on settlements in approximately November of 2023. As I became aware of the situation with my Settlements, I reached out to other colleagues and learned that a broad and abrupt set of seemingly coordinated defaults had occurred with many similarly situated colleagues and their clients. We soon became aware that another large

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services relevant to this broad set of underlying facts and circumstances.

insolvency scenario may be occurring. Dias and his partners assured us that they were having some financial troubles, assured us that more Medicare reimbursements would be coming in, and that they planned to “make everyone whole” and “catch up on settlement payments” by the end of 2023 or early January of 2024. They also begged us not to take any actions to enforce settlements or otherwise file any court actions against them as that would only cause further delays. While we honored their requests for good faith forbearance, they were apparently transferring assets and planning to file bankruptcy.

16. In collaborating with my colleague plaintiff nursing home attorneys having common interests with me and my Claimants, a decision was made to consult with John A. Anthony, Esquire, of Anthony & Partners, LLC (“A&P”) as a group. It soon became apparent that the SNFs where my Claimants were injured were actually transferred to new business entities, but that I did not receive the required statutory notice required by AHCA and under Florida law. This same situation played out in a similar manner with many of my colleagues.

**D. Averments Relating to Recovery Corp.**

17. After my colleagues and I determined that our interests were broadly aligned, the question arose as to how to deal with the fact that Mr. Dias, on behalf of many of the Debtors, had apparently misrepresented the capacity of those Debtors to fulfill the terms of settlement agreements reached with various counsel at the same

time that he was apparently facilitating the transfer of the SNFs in question to new owners.

18. On March 28, 2024, Recovery Corp. was formed as a Florida business entity. A&P handled the logistics of formation, but the Board of Directors (the “Board”) includes me and one other lawyer from each of the seventeen (17) Florida law firms (collectively, the “Florida Firms”) that have represented a total of 100 nursing home claimants (collectively, the “Recovery Corp. Claimants”). Similar to my firm’s Lawsuits, the other members of the Board also had lawsuits (collectively, the “Florida Lawsuits”) that were all punctuated by a set of settlements like my Settlements (collectively, the “Florida Settlements”).

19. In sum, the Florida Settlements approximated \$11,475,000, with minimal payments made by the corresponding Debtors (collectively, the “Debtor Transferors”), and with approximately \$9,336,376.96 outstanding in aggregate. The beneficial owners of Recovery Corp. are the Recovery Corp. Claimants (families of loved ones who were hurt or killed in these various SNF’s), and their ownership interests are coterminous with the amount of their claims as reached in their corresponding settlement agreements with the corresponding Debtor Transferors (collectively, the “Fraudulently Obtained Settlements”). Had we known that Mr. Dias, and the Debtor Transferors tied to my Settlements, would transfer their SNFs, we never would have made these deals with my Claimants to receive payments over

time.

20. The decision to form Recovery Corp. reflected a practical response to a seemingly synchronized set of transfers of approximately forty-two (42) SNFs in Florida (collectively, the “Florida Transferred SNFs”) from the Debtor Transferors to corresponding new operators (collectively, the “Florida Transferees”). Mr. Dias and his partners assured us that the SNFs in question could fund our Settlements, but we later learned that they were being transferred while my Settlements were being negotiated or shortly thereafter. So, we believe in good faith that the transfers involving my Claimants were fraudulent as to my Claimants because it appears that the debtor SNF’s had no intention to fully satisfy these settlements. It appears they only scheduled these payments to be made over time so that they could implement this transfer and bankruptcy scheme.

21. Recovery Corp. was formed for the benefit of the Recovery Corp. Claimants, and not to transfer or otherwise diminish their rights, or the rights of their counsel acting as fiduciaries through the Board. This is evident from the assignment documents themselves, copies of which are attached hereto as Composite Exhibit “B.” The fact that the Recovery Corp. Claimants all maintain pro rata ownership is consistent with the master schedule (the “Master Schedule”) attached hereto as Exhibit “C.” We all determined it was in our clients’ best interests to hire one law firm to represent all of us and our claimants, rather than a piecemeal and diluted

approach where we all hired separate bankruptcy lawyers.

22. I have a basic awareness that all the Debtors initiated the Reorganizations on June 2 and 3, 2024, and that the date of commencement of a bankruptcy case is typically called the “petition date.” During April and May of 2024, prior to the petition dates, the Board expressly authorized A&P to represent constituent Recovery Corp. Claimants in the Florida Lawsuits, because the Florida Lawsuits had in some instances retained jurisdiction to enforce settlement agreements reached with various named defendants, including primarily the Debtor Transferors. The Master Schedule shows how many Florida Lawsuits were pending in various counties all over the State of Florida, and there was a benefit to having Recovery Corp. and A&P participating in those proceedings.

23. On April 22, 2024, and with the authority and direction of the Board, Recovery Corp. initiated the “Miami Action”<sup>5</sup> with A&P as its counsel. The Miami Action was filed in the Business Division of the State Court, a forum uniquely well-suited to complex business litigation within the State of Florida. In bringing the Miami Action, the Board was seeking a single forum to adjudicate the entitlement of all Recovery Corp. Claimants to avoid and recover all the seemingly fraudulent transfers of SNFs from the Debtor Transferors to the Florida Transferees while the

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<sup>5</sup> Healthcare Negligence Settlement Recovery Corp. v. 5405 Babcock Street Operations, LLC, et al., Case No. 2024-007342-CA-01, in the Circuit Court of the Eleventh Judicial Circuit, Miami-Dade County, Florida.

Florida Settlements were outstanding. A&P brought all the claims that it believed it could at the time, without the benefit of additional research and analysis, and without the benefit of discovery into the documents and details of these apparently fraudulent transfers.<sup>6</sup>

24. While the Miami Action was pending, but before the Reorganizations were initiated, the Board became aware that Dan Simon, Esquire of MacDermott, Will, & Emery, LLP appeared on behalf of all the Debtor Transferors, whereas Dan Simon, Esquire appeared for business entities we had tied to the Florida Transferees. These appearances were very telling to the Board. First, some of our Recovery Corp board members had heard Mr. Dias mention Mr. Simon as “corporate counsel” in prior settlement negotiations, but now we confirmed that he was a bankruptcy lawyer all along. Secondly, Mr. Dias now appeared to be associated with the Florida Transferees, rather than the Debtor Transferors who he had been representing in the Florida Lawsuits. This is when our worst suspicions and the industry rumors were largely confirmed: At some level north of Mr. Dias, the Debtor Transferors and the Florida Transferees were apparently linked.

25. While the Miami Action was pending pre-petition, with Mr. Simon interfacing with Mr. Anthony, we became aware that Mr. Simon was complaining

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<sup>6</sup> My records show that A&P’s first involvement in this process commenced on or about March 7, 2024.

to Mr. Anthony that Mr. Anthony and the Recovery Corp. Claimants could not liquidate judgments against the various Debtor Transferors in the various Florida Lawsuits across the state, because the claims had all been transferred to Recovery Corp. However, these appearances were expressly authorized by the Board, with the understanding that the rights recovered on account of efforts in fora other than the Miami Action would inure to the common benefit. We were seeking to minimize costs for our underlying tort clients and seeking to avoid the waste of judicial resources that would occur if we filed 100+ separate actions all over the state of Florida.

26. Although there is a signed original of every one of the assignments required for the Recovery Corp. Claimants to own and control their position as reflected in the Master Schedule, the litigation vehicle was intended to be sufficiently fluid so that claims could be asserted as required with fair notice to all involved. One issue that arose for the Board was Florida law relating to the assignability of personal injury claims, which is very limited. To be sure, all the Recovery Corp. Claimants have rescission rights enforceable against their corresponding Debtor Transferors based upon the fact that the Florida Settlements were fraudulently induced (in our opinion). The need for flexibility in light of that body of law went into the flexibility afforded to Recovery Corp. and the Recovery Corp. Claimants. The Board was considering whether to go through the process of

adding Recovery Corp. as an intervenor in all the Florida Lawsuits under a “belt and suspenders” approach to the process when the Reorganizations were commenced.

**E. Averments Relating to these Reorganizations Generally**

27. When these Reorganizations commenced, the Board adopted a “wait and see” attitude and directed A&P to take no action to modify the automatic stay to return to the Miami Action. Instead, Recovery Corp. accepted a seat on the Creditors Committee and selected Jon Hershkowitz, Esquire as its representative, another member of the Board.

28. During the pendency of the Reorganizations, the Board was advised of the claims bar date established by the Court for filing claims, and we communicated with counsel regarding the proper way to memorialize our claims in light of the flexibility utilized pre-petition and intentionally retained. As noted above, we anticipated some form of tenuous attack on Recovery Corp.’s standing, perhaps 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 Florida Settlements and related claims in connection with why they have not been honored. The causes of action are numerous and are not simply those asserted in the Miami Action.<sup>7</sup> Ultimately, the Board authorized A&P to file a single claim on

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<sup>7</sup> If the Miami Action were active, the claims assertable against various targets would now include those for intentional fraudulent transfer, constructively fraudulent transfer, mere continuation, de facto merger, alter ego/veil piercing, breach of fiduciary duty, aiding and abetting breach of

behalf of Recovery Corp. in the “lead case” of the Debtors, and to then file specific proofs of claim for each of the Recovery Corp. Claimants in the respective Reorganizations corresponding to their claims. This punctuated our intent that the Debtors remain separate as they were created in the first place. To my knowledge, all those claims were timely filed by August 30, 2024, and A&P advised the Debtors’ counsel of the methodology shortly after the bar date.

29. Mr. Anthony and Mr. Hershkowitz reportedly signed confidentiality agreements and agreed to abide by confidentiality provisions of the bylaws of the Creditors Committee, so they have been unable to provide specifics on matters relevant to Recovery Corp. and the claims that might be brought against the Florida Transferees and other potentially responsible parties. However, the Board has worked separately and independently with our counsel to build a case even while discovery seems to have been delayed or stymied. I have a good faith belief, shared by the Board, that Recovery Corp. would do better to forego any recovery in connection with these Reorganizations and to return to the Miami Action to seek recoveries against all appropriate targets.

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fiduciary duty, deceptive and unfair trade practices, fraudulent inducement, civil conspiracy, and unjust enrichment, to name a few. Although these causes of action do not typically fit within my practice area, I understand the concepts and believe strongly in our causes of action.

**F. My Factual Understandings**  
**Objecting to Confirmation of the Pending Plan**

30. I have not reviewed the Pending Plan, but I have reviewed a recitation of its seven (7) key components delivered to this Court on September 30, 2024, by Mr. Simon, and the relevant transcript passage appears on the attached Exhibit “D.” My problems with the Pending Plan, as counsel for our firm’s Claimants and a member of the Board directing the affairs of Recovery Corp. and A&P are as follows:

- a. **Standing Attack of Recovery Corp.:** I generally understand that the Debtors have made the argument that the assignments of claims from the Recovery Corp. Claimants to Recovery Corp. are void pursuant to Florida’s Structured Settlement Statute, found at Florida Statutes §626.99296, that requires a Court of competent jurisdiction to approve an assignment of a personal injury claim to a third party. From my familiarity with that statute, it applies when a tort victim with a long-term payout or “structured settlement” under a settlement arrangement wants to “sell” its income stream to a finance company at a large discount. Under such circumstances, in no way relevant here, the role of the Court is to verify that the negligence victim is not being victimized for a second time by the finance company. In this instance, the Board and I are doing

everything we can to prevent the bankruptcy process from victimizing our clients for a second time. Because the Recovery Corp. Claimants and their counsel remain in control of the claims being asserted, and nothing is being transferred to a financing company or something of this kind, the Structured Settlement Statute is irrelevant. Structured settlements are also distinguishable from the settlements breached in this case because structured settlements are funded in full by the defendants at the time of the settlement. In closing on this point, the fact that the Debtors would weaponize a consumer protection statute to avoid honoring their obligations to their negligence victims is offensive.

- b. **Substantive Consolidation:** It has always been my understanding, based largely upon representations from defense counsel, that all the various Consulate SNF's were separate entities. Whenever we have tried to sue various management companies or affiliated entities, defense counsel takes the position they are not related, and we cannot sue them all together. Now, it appears that after the management of all the Debtors have placed all of them into separate bankruptcy cases, they want to take the position they are all the same entity, even though

LaVie could have been formed as a single entity at the outset. It appears that lawyers familiar with the framework for substantive consolidation formed the Debtors at the outset with substantive consolidation in chapter 11 in mind. It is worth noting that me and my law firm partners negotiated with Mr. Dias (and his partners) based upon the separate and distinct credit of each of the Debtor Transferors named in my Lawsuits or Notice of Intent (NOI) by my Claimants. My Claimants were injured or killed at specific SNFs, each at a distinct location: In each instance, the injury at the specific SNF led to a specific Florida Lawsuit or NOI, with one primary Debtor Transferor named. We did not look to the unified credit at the time, because we had no idea how the business entities had been structured or contrived since they always hide that information from us. Because the Debtors and their non-filing related entities are little more than a shell game manipulated to keep nursing home victims from being fairly compensated, we believe there is a distinct prejudice to Recovery Corp. by consolidating entities that have been treated as distinct.<sup>8</sup>

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<sup>8</sup> The Debtors reach the height of hypocrisy regarding substantive consolidation in the exotic claims filing process in these Reorganizations. The Board understands that the Debtors propose to object to all claims filed by creditors in the wrong case among 282 cases, even though in the

c. **Universal General Releases:** The reason that the Debtors and the plan sponsor want substantive consolidation is apparently because they want the Debtors to give broad general releases in favor of every conceivable target pertaining to a large number of seemingly fraudulent transfers leading up to the petition dates. The Board has now become aware that 42 Florida Transferred SNFs were transferred pre-petition, causing the Florida Transferees to take ownership of the means of production that would have funded the Florida Settlements. But we are now informed that there was a total of 90 seemingly fraudulent transfers of SNFs, and all the creditors of those separate and distinct Debtors have separate and distinct claims for each of those transfers.<sup>9</sup> I strongly believe that Recovery Corp. would fare better pursuing the Miami Action for recovery against unreleased targets. Even though Recovery Corp. would still

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same breath they are asking this Court to disregard the corporate distinction between each of the Debtors.

<sup>9</sup> In the aftermath of In re Purdue Pharma L.P., 69 F.4th 45 (2023), it is clear that under certain circumstances a chapter 11 debtor may release claims of the augmented estate at confirmation, subject to inter alia Bankruptcy Code §§1129(a)(1) and (3), 1129(b)(2)(B), and other applicable law. However, the distinction between “direct” and “derivative” standing now is quite clear, and the Debtors are constitutionally incapable of releasing the direct claims that Recovery Corp. holds. A problem of course, is understanding which claims are which, particularly while the Debtors are obfuscating with respect to who is going to be released from what. Without overlooking the serious damage that Debtor releases would do to the Miami Action, one wonders whether these Reorganizations would have been filed the way they were if Purdue Pharma had been decided a month earlier.

retain direct claims under the Pending Plan, the procedural and substantive delays and confusion, including potential confusion of jurors, would be harmful to our recovery. This is arguably why the Debtors filed these Reorganizations to obtain broad, nebulous releases.

- d. **Arbitrary Distribution of Proceeds:** **My understanding of the proposed plans are as follows:** The Board has had weekly meetings since before the Miami Action was commenced, and was aware early on that the Debtors' implicit strategy was apparently to consolidate, release, and distribute. In the first iteration of a plan, the Debtors offered \$7,000,000 in exchange for the releases described in the preceding section: This was basically enough to pay for administrative expenses of the bankruptcy cases. I now understand that the number has been augmented to approximately \$14,000,000 in cash as well as other consideration of dubious or conjectural value. Although much of the increase may have resulted from Recovery Corp. and its counsel's advocacy, this still amounts to no more than a nickel on the dollar. It appears that the Debtors, now with the Creditors Committee in tow, have broken down the Debtors into "OpCos" and "DivestCos" without even attempting to

explain what happened to the Debtors that are not part of the 42 OpCos or the 90 DivestCos. Recovery Corp. filed the Dismissal Motion<sup>10</sup> to focus on the fact that the 55 Debtors originally sued in the Florida Lawsuits<sup>11</sup> are all distinct, and that none of them have any assets other than the causes of action against the obvious targets. We believe that arbitrarily throwing Recovery Corp. into an artificial “silo” with other unrelated creditors of separate and distinct Debtors to receive the same percentage distribution is not in any way equitable or logical.

- e. **Not Fair, Not Equitable:** My Claimants and other similarly situated Recovery Corp. Claimants suffered the ravages of 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, death, and a host of other maladies that are inconceivable to the future nursing home residents that make up modern society. The businesses that commit these atrocities are almost exclusively funded with funds from the United States

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<sup>10</sup> “Recovery Corp.’s Motion. to Dismiss or Convert Florida DivestCo Reorganizations” [Doc. 310].

<sup>11</sup> Forty-two (42) Debtor Transferors and some additional Debtors that extracted fees or provided services, totals 55 Debtors, of which only 42 have claims of the kind described in Footnote 7 above.

taxpayers and Medicare system, including funds contributed by the victims from their paychecks during their decades of service to our economy as workers. The Board objects to any effort of the Debtors, and those who are directing these Reorganizations, to obtain a judicial imprimatur for this business model to be consequence-free to the perpetrators. Beyond this, upon information and belief, it appears that Mr. Dias, for the Debtor Transferors and for Synergy, agreed to \$38 million in settlement deals with lawyers like me, knowing that they had no intention of ever honoring these settlements. It appears they planned these seemingly fraudulent transfers and bankruptcy to avoid ever honoring these settlements.

There may be other legal objections to confirmation of the Pending Plan, but I will leave those to A&P and to legal argument.

### **G. Concluding Comments**

31. This affidavit is intended to cover a substantial area of information in an efficient manner, without sacrificing on accuracy. If I were to take all the time and energy necessary to document each specific averment set forth above, it would require many hours and additional attention on my part. However, I am aware that the sum and substance of the foregoing would remain the same. I am not a bankruptcy lawyer and have never handled a bankruptcy case. Some of the information in my affidavit is based upon information and belief unless otherwise

stated. Where I have alleged that transfers or other actions appear to have been fraudulent, this is simply my opinion based on the facts and circumstances as I understand them to be.

32. In making this affidavit, I am in no way intending to waive the rights of the Firm's clients to maintain the attorney-client privilege and all other privileges cognizable under Federal Rule of Evidence 502 and other applicable law. Similarly, common interest doctrine is intended to apply to the fullest extent permissible under Florida and federal law.

STATE OF FLORIDA  
COUNTY OF Broward

Cameron Barnard  
**CAMERON B. BARNARD**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 4th day of October, 2024, by Cameron B. Barnard, Esquire who  is personally known to me OR  has produced FLDL valid 2026, as identification.

[Signature]  
Notary Public (Signature of Notary) **Mark Hausfeld**  
Comm. No. 12345  
Expires: May 20, 2028  
Notary Public - State of Florida

Name legibly printed, typewritten or stamped

# Exhibit “A”

<b>HUGHES AND BARNARD, PA</b>		
	<b>CLIENT:</b>	<b>REPRESENTATIVE OF:</b>
1.	Graham, Thomas	The Estate of Madeline Graham
2.	O’Berry, David	The Estate of Barbara O'Berry
3.	Varela, Jennifer	The Estate of Rosenda Clavijo

# **Composite Exhibit “B”**

### **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 96<sup>th</sup> TER Pembroke Pines, FL 33025

E-mail Address: DJANGLA1957@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:

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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.

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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.

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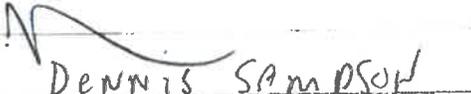
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**ASSIGNOR:**

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.

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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.

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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.

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**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.

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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

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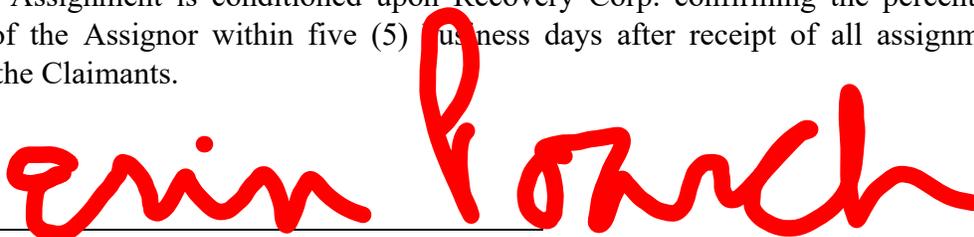
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ASSIGNOR:



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): \_\_\_\_\_

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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.

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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

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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.

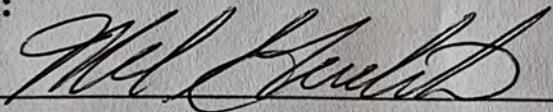
9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. 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

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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

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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.

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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.

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**ASSIGNOR:**

Signature: Margaret Jones-Frisson  
Printed Name: Margaret Jones-Frisson  
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”).

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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

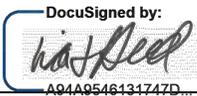
assigned elsewhere.

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 9<sup>th</sup>, 2024

Signature:  \_\_\_\_\_  
DocuSigned by:  
A94A9546131747D...

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.

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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

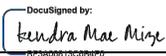
assigned elsewhere.

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

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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.

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**ASSIGNOR:**

Signature: Gerard Celestin

Printed Name: Gerard Celestin

Address: 191 N.W. 68<sup>th</sup> 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”).

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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.

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## **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 30033

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

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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.

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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.

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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.

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**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").

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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

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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: donaldgarrett51@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

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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.

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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.

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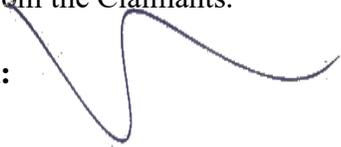
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assigned elsewhere.

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.

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**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

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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.

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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.

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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.

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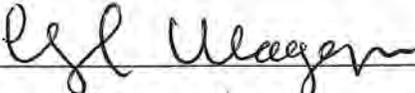
9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. 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

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**ASSIGNOR:**

Signature:   
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.

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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.

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**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:

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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

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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.

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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.

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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

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**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”).

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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.

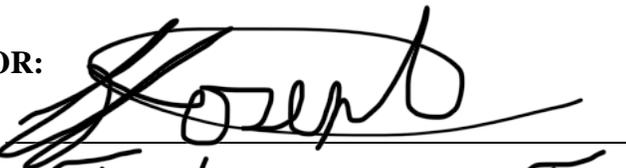
8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than 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

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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

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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.

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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:

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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.

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**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: elleTorres516@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

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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.

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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

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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

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**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:

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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.

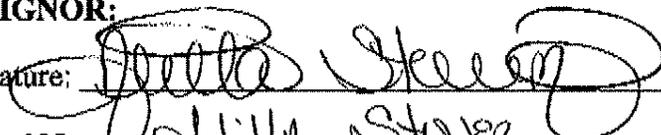
9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. 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: 0128stover@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.

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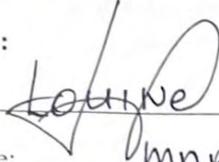
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assigned elsewhere.

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: 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

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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.

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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:

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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.

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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.

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**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:

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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: Jenniezayas@gmail.com

Telephone: 773-603-3169

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: 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.

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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

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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

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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.

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**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:

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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.

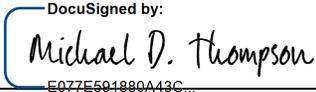
9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the context of the Consolidated Recovery Action or otherwise. 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: 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:**

*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

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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

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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

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**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”).

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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.

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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

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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.

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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

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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

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**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”).

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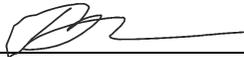
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**ASSIGNOR:**

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:

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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

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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

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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.

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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

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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

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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:

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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.

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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.

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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

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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

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**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”).

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**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

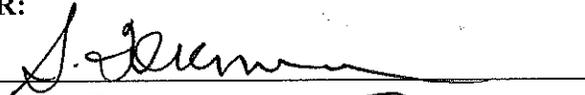
assigned elsewhere.

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: \_\_\_\_\_

Samantha Foreman

Address: \_\_\_\_\_

7870 Deni Drive NFM, FL 33917

E-mail Address: \_\_\_\_\_

aabforeman@comcast.net

Telephone: \_\_\_\_\_

239-910-2332

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

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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.

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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: Dendene 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

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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.

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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.**

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**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:

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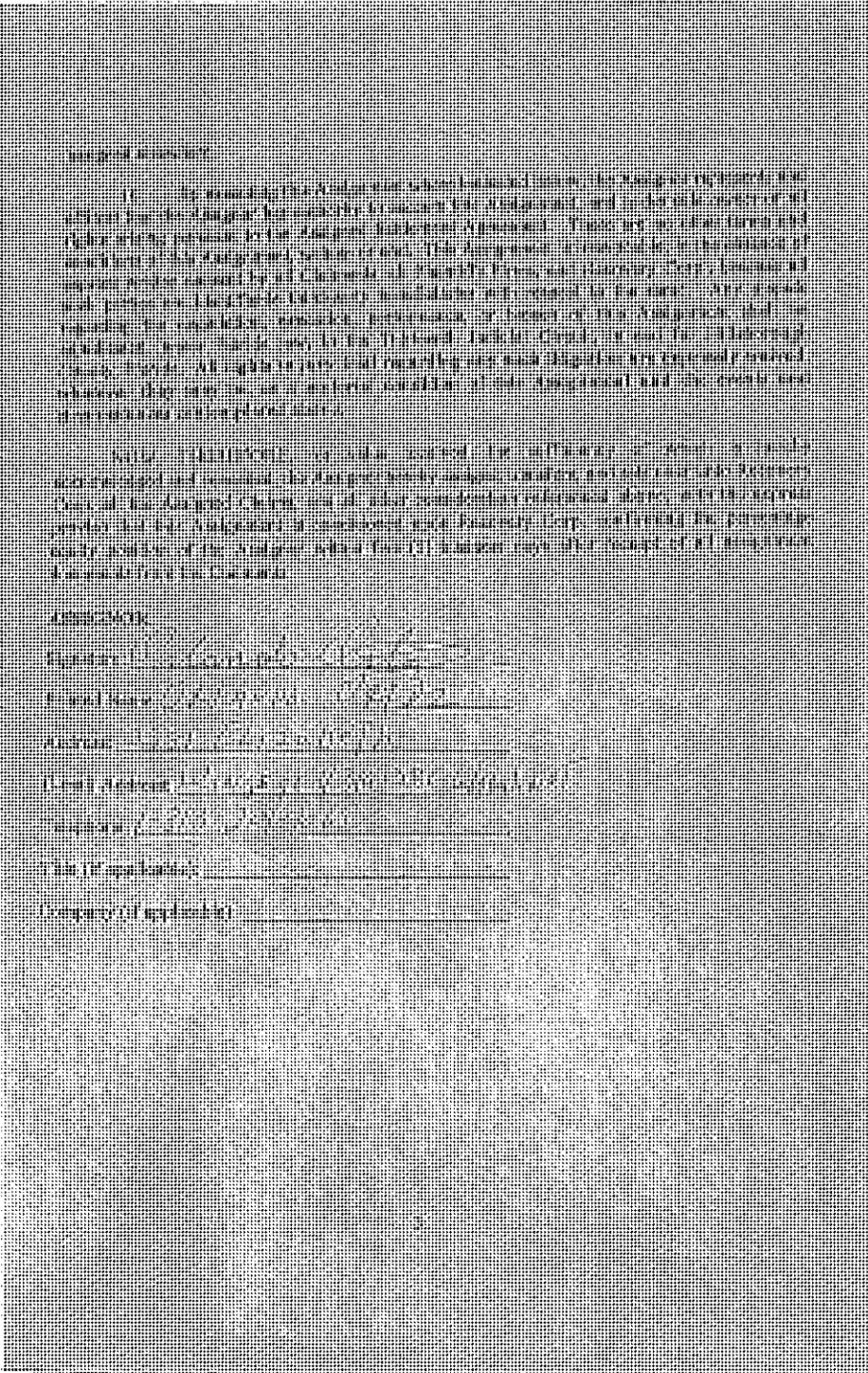
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9. Although this Assignment is absolute and irrevocable, certain caveats are recognized. First, there have been no representations as to the likelihood of success on the merits as to claims that will be asserted against the Consulate Targets, in the 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.

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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.**

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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.

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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

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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

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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.

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**ASSIGNOR:** Electronically Signed 2024-04-22 18:12:07 UTC - 172.56.74.206  
Emily Barrett  
Nintex AssureSign® ee103d07-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.

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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.

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**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:

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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® b3994562-9f22-4726-96f7-b1480105c52a  
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

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**ASSIGNOR:**

Signature:  Digitally Signed 2024-04-19 20:18:32 UTC - 172.56.100.52  
Nintex AzureSign@ 53b7ccca-f55b-4479-b55c-b1570130ab80

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:

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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.

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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-b97d-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

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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.

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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.

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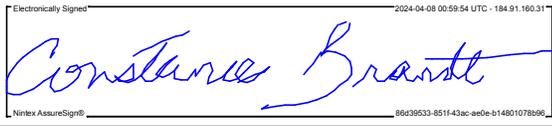
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ASSIGNOR:  2024-04-08 00:59:54 UTC - 184.91.160.31  
Signature: \_\_\_\_\_  
Nimlex AssureSign® 86c39533-851f-43ac-ae0e-b14801078996

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: Connie Blair \_\_\_\_\_

Address: 22 Pilgrim Dr., Palm Coast, FL 32164 \_\_\_\_\_

E-mail Address: connie12blair@gmail.com \_\_\_\_\_

Telephone: 386-864-0894 \_\_\_\_\_

## **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:

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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

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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.

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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

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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.

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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.

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**ASSIGNOR:** Electronically Signed 2024-04-15 16:05:35 UTC - 70.135.136.64  
Donald McKenzie  
Nintex AssureSign® 61b07597-62a7-405e-9ad9-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:

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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:**  2024-04-19 20:05:50 UTC -186.196.86.6  
Signature:  3ea3ef10-00a0-4eb6-bf7c-b15701489d8f

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.

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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® #31e95c-7790-4f6b-e513-b157012e389e

Printed Name: Anna Hollins

Address: 13345 Lauder St., Detroit, MI 48227

E-mail Address: ananjros1@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

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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.

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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

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**ASSIGNOR:**

Electronically Signed 2024-04-05 14:04:35 UTC - 73.105.83.9  
  
Nintex AssignSignID 815c1919-4f70-4dee-af0e-b148010c4581

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”).

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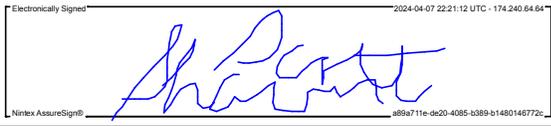
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assigned elsewhere.

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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

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**ASSIGNOR:** Electronically Signed 2024-04-08 17:27:19 UTC - 142.197.141.244  
Juanita Davila  
Nintex AssureSign® ad3226e6-934b-41e0-adcf-b148010d2da\_  
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.

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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

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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.

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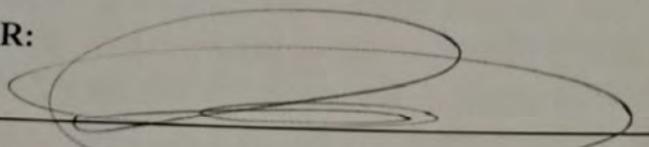
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**ASSIGNOR:**

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

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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.

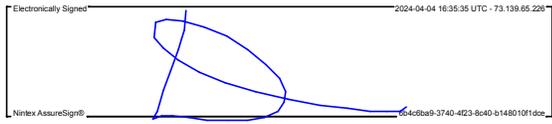
8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than 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.

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**ASSIGNOR:**  Electronically Signed 2024-04-04 16:35:35 UTC - 73.139.65.229  
Signature:  Nimex 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:

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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.

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**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

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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.

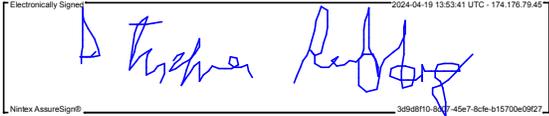
8. The Assignor recognizes that any litigation expense incurred by Assignor Plaintiffs Counsel in connection with the pursuit of collection efforts such as the Consolidated Recovery Action will produce a pro rata reduction of any distribution realized against the Consulate Targets. However, other than 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: 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: 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:

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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.

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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

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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.

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**ASSIGNOR:**

Signature:  Ada Felder (Sep 5, 2024 17:31 EDT)

Printed Name: Ada Felder as Power or Attorney for Miriam Lizardi

Address: 136 Rockland dr, Greenville NC 27858

E-mail Address: felderada1@yahoo.com

Telephone: 407.844.1954

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:

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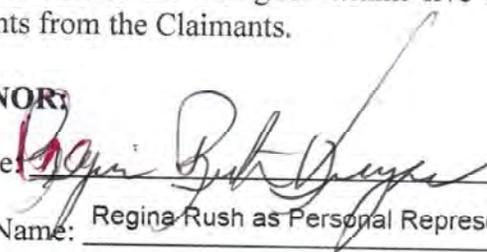
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**ASSIGNOR:**

Signature: 

Printed Name: Regina Rush as Personal Representative of Avery Ash

Address: 173 Dahlia Village Cir

E-mail Address: rrush2@bellsouth.net

Telephone: 407.399.9729

Title (if applicable): N/A

Company (if applicable): N/A

# **Exhibit “C”**

Healthcare Negligence Settlement Recovery Corp.  
Claimant Ownership %

	Law Firm	Client Last Name	Client First Name	Florida State Case No. and County	Outstanding Amount	Settlement Amount	Pro-Rata Outstanding Amount	Pro-Rata Judgment Amount
1	Baron & Herskowitz	Sampson	Marguerite	2020-CA-3784 - Seminole County	\$210,000	\$210,000	2.25%	1.83%
2	Baron & Herskowitz	Joseph	Maria L.	CACE-20-13205 - Broward County	\$100,000	\$100,000	1.07%	0.87%
3	Baron & Herskowitz	Burdieri	Theresa Mary	20-CA-003784 - Lee County	\$250,000	\$250,000	2.68%	2.18%
4	Bounds Law Group	Millsap	Carmen	18-CA-11094 - Volusia County	\$200,000	\$200,000	2.14%	1.74%
5	Bounds Law Group	Poarch	Erin	Y 201911162CIDL - Volusia County	\$125,000	\$125,000	1.34%	1.09%
6	Coker Law Firm	Barrow	Rebecca	21-CA-2775 - Duval County	\$250,000	\$250,000	2.68%	2.18%
7	Colling Gilbert Wright	Norris	Dorothy	2022-CA-2499 - Seminole County	\$125,000	\$125,000	1.34%	1.09%
8	Colling Gilbert Wright	Guelich	Judy		\$100,000	\$100,000	1.07%	0.87%
9	Colling Gilbert Wright	Mazza	Alfonso		\$100,000	\$100,000	1.07%	0.87%
10	Colling Gilbert Wright	Cherba	Nancy		\$85,000	\$85,000	0.91%	0.74%
11	Dellecker, Wilson, King	Solash-Reed	Linda	2018-CA-3406 - Seminole County	\$125,000	\$125,000	1.34%	1.09%
12	Dellecker, Wilson, King	Lane	Ingrid K.	2017-CA-16690 - Brevard County	\$100,000	\$100,000	1.07%	0.87%
13	Distasio Law Firm	Holt	Mary	2017-CA-4423 - Manatee County	\$225,000	\$225,000	2.41%	1.96%
14	Domnick Cunningham & Yaffa	Ashley	Mary	2021-CA-894 - Collier County	\$150,000	\$150,000	1.61%	1.31%
15	Domnick Cunningham & Yaffa	Celestin	Sylvia	21-7259-CA-01 - Miami-Dade County	\$175,000	\$175,000	1.88%	1.53%
16	Ford, Dean & Rotundo	Martinez	Luz	2019-CA-3349 - Pasco County	\$75,000	\$75,000	0.80%	0.65%

Healthcare Negligence Settlement Recovery Corp.  
Claimant Ownership %

	Law Firm	Client Last Name	Client First Name	Florida State Case No. and County	Outstanding Amount	Settlement Amount	Pro-Rata Outstanding Amount	Pro-Rata Judgment Amount
17	Ford, Dean & Rotundo	Tillman	Linda		\$100,000	\$100,000	1.07%	0.87%
18	Ford, Dean & Rotundo	Stover	Machrell	21-CA-8418 - Orange County	\$75,000	\$75,000	0.80%	0.65%
19	Ford, Dean & Rotundo	Knight	Mae	CACE-20-7100 - Broward County	\$75,000	\$75,000	0.80%	0.65%
20	Ford, Dean & Rotundo	Zayas	Edwin	21-CA-3453-0 - Orange County	\$75,000	\$75,000	0.80%	0.65%
21	Ford, Dean & Rotundo	Foster	Mary	2020-CA-3406 - Seminole County	\$75,000	\$75,000	0.80%	0.65%
22	Ford, Dean & Rotundo	Oegar	Avram	2021-CA-12695- Broward County	\$75,000	\$75,000	0.80%	0.65%
23	Ford, Dean & Rotundo	Brown-Smith	Anna	22-CA-2282 - Miami-Dade County	\$75,000	\$75,000	0.80%	0.65%
24	Ford, Dean & Rotundo	Wilkie	Barbara	21-CA-869 - Alachua County	\$75,000	\$75,000	0.80%	0.65%
25	Ford, Dean & Rotundo	Meyer	Veron	2021-CA-276 - Columbia County	\$75,000	\$75,000	0.80%	0.65%
26	Ford, Dean & Rotundo	Gates	Shirley	22-CA-1444-0 - Orange County	\$75,000	\$75,000	0.80%	0.65%
27	Ford, Dean & Rotundo	Antoine	Philomene	CACE-20-20802 - Broward County	\$75,000	\$75,000	0.80%	0.65%
28	Ford, Dean & Rotundo	Griffin	John	20-CA-5404-0 - Orange County	\$75,000	\$75,000	0.80%	0.65%
29	Ford, Dean & Rotundo	Padron	Marina	22-9716-CA-01 - Miami-Dade County	\$75,000	\$75,000	0.80%	0.65%
30	Ford, Dean & Rotundo	Aker	Kevin	21-CA-3481, Alachua	\$75,000	\$75,000	0.80%	0.65%
31	Ford, Dean & Rotundo	Gibson	Benny	21-CA-2663 - Osceola County	\$75,000	\$75,000	0.80%	0.65%
32	Ford, Dean & Rotundo	Pina	Mirelle	CACE-20-16551 - Broward County	\$75,000	\$75,000	0.80%	0.65%

Healthcare Negligence Settlement Recovery Corp.  
Claimant Ownership %

	Law Firm	Client Last Name	Client First Name	Florida State Case No. and County	Outstanding Amount	Settlement Amount	Pro-Rata Outstanding Amount	Pro-Rata Judgment Amount
33	Ford, Dean & Rotundo	Manuel	Anthony	21-CA-14442 - Broward County	\$75,000	\$75,000	0.80%	0.65%
34	Ford, Dean & Rotundo	Vargas	Gerado	CACE-21-21546 - Broward County	\$75,000	\$75,000	0.80%	0.65%
35	Ford, Dean & Rotundo	Rodriguez	Delia	21-CA-132417 - Palm Beach County	\$75,000	\$75,000	0.80%	0.65%
36	Ford, Dean & Rotundo	Jones	Juanita	22-CA-000379 - Charlotte County	\$75,000	\$75,000	0.80%	0.65%
37	Ford, Dean & Rotundo	Rojas	Aldermaro	22-CA-1639 - Miami-Dade County	\$75,000	\$75,000	0.80%	0.65%
38	Ford, Dean & Rotundo	Mompoint	Juliette	22-CA-10782 - Broward County	\$75,000	\$75,000	0.80%	0.65%
39	Ford, Dean & Rotundo	Garrett	Donald	22-CA-738 - Alachua County	\$75,000	\$75,000	0.80%	0.65%
40	Ford, Dean & Rotundo	Higgins	Joan	2021-CA-1267 - Collier County	\$75,000	\$75,000	0.80%	0.65%
41	Ford, Dean & Rotundo	Hall	James	22-CA-187 - Duval County	\$75,000	\$75,000	0.80%	0.65%
42	Ford, Dean & Rotundo	Cunningham	Jeffrey	22-CA-1960 - Sarasota County	\$75,000	\$75,000	0.80%	0.65%
43	Ford, Dean & Rotundo	Nielsen	Martin	2022-CA-683 - Seminole County	\$75,000	\$75,000	0.80%	0.65%
44	Ford, Dean & Rotundo	Perez	Suzanne	22-CA-6657 - Hillsborough County	\$75,000	\$75,000	0.80%	0.65%
45	Ford, Dean & Rotundo	McCray	Gwendolyn	22-CA-508 - Alachua County	\$75,000	\$75,000	0.80%	0.65%
46	Ford, Dean & Rotundo	Donald	Charles	21-CA-3976 - Duval County	\$75,000	\$75,000	0.80%	0.65%
47	Ford, Dean & Rotundo	Thenor	Rosita	22-CA-10696 - Palm Beach County	\$75,000	\$75,000	0.80%	0.65%
48	Ford, Dean & Rotundo	William Dean	Wright	Mary Angela	150000	150000		

Healthcare Negligence Settlement Recovery Corp.  
Claimant Ownership %

	Law Firm	Client Last Name	Client First Name	Florida State Case No. and County	Outstanding Amount	Settlement Amount	Pro-Rata Outstanding Amount	Pro-Rata Judgment Amount
49	Fulgencio Law	Collins	Gerald		\$35,000	\$35,000	0.38%	0.31%
50	Fulgencio Law	Ash	Avery		\$200,000	\$200,000	2.14%	1.74%
51	Fulgencio Law	Lizardi	Miriam		\$75,000	\$75,000	0.80%	0.65%
52	Hughes Law Firm, P.A.	Clavijo	Rosenda	22-CA-341 - Orange County	\$150,000	\$150,000	1.61%	1.31%
53	Hughes Law Firm, P.A.	Graham	Madeline	20-CA-6454 - Duval County	\$150,000	\$150,000	1.61%	1.31%
54	Hughes Law Firm, P.A.	O'Berry	Barbara	22-CA-1059-0 - Orange County	\$175,000	\$175,000	1.88%	1.53%
55	Mallard Perez	Thomspon	Michael	22-CA-1447 - Lee County	\$200,000	\$200,000	2.14%	1.74%
56	Morgan & Morgan	Rousseau	Daniel	2018-CA-117 - Seminole County	\$145,000	\$145,000	1.55%	1.26%
57	Paul & Perkins	Kolbe	Richard	21-CA-11631 - Volusia County	\$37,500	\$100,000	0.40%	0.87%
58	Paul & Perkins	McHenry	Vickie		\$35,000	\$35,000	0.38%	0.31%
59	Paul & Perkins	Howard	Don		\$25,000	\$175,000	0.27%	1.53%
60	Paul & Perkins	Williams	Nessa	20-CA-11946-0 - Orange County	\$60,000	\$150,000	0.64%	1.31%
61	Paul & Perkins	Owens	Lular	21-CA-2698 - Osceola County	\$37,500	\$100,000	0.40%	0.87%
62	Paul & Perkins	Abel	Bebee		\$32,875	\$125,000	0.35%	1.09%
63	Paul & Perkins	Knicley	Peggy	2021-CA-1530 - Okalossa County	\$14,000	\$140,000	0.15%	1.22%
64	Paul & Perkins	Rigas	Gail	20-CA-1868 - Osceola County	\$16,000	\$160,000	0.17%	1.39%

Healthcare Negligence Settlement Recovery Corp.  
Claimant Ownership %

	Law Firm	Client Last Name	Client First Name	Florida State Case No. and County	Outstanding Amount	Settlement Amount	Pro-Rata Outstanding Amount	Pro-Rata Judgment Amount
65	Paul & Perkins	Rojas	Gloria		\$12,500	\$125,000	0.13%	1.09%
66	Paul & Perkins	Taylor	Lashell	2020-CA-941 - Seminole County	\$125,000	\$125,000	1.34%	1.09%
67	Senior Justice Law Firm	Powell	Tereather	2023-CA-2020 - Leon County	\$75,000	\$75,000	0.80%	0.65%
68	Terry S. Nelson PA	Woodard	Chester		\$30,000	\$50,000	0.32%	0.44%
69	Terry S. Nelson PA	Barry	John	19-CA-006130 - Lee County	\$50,000	\$50,000	0.54%	0.44%
70	Terry S. Nelson PA	Murison	David		\$75,000	\$75,000	0.80%	0.65%
71	Terry S. Nelson PA	Malcomb	Buddy		\$100,000	\$100,000	1.07%	0.87%
72	Terry S. Nelson PA	Davis	Larry		\$85,000	\$85,000	0.91%	0.74%
73	Terry S. Nelson PA	Rucker-Fluellen	Mildred		\$50,000	\$50,000	0.54%	0.44%
74	Terry S. Nelson PA	Skow-Barr	Delano		\$90,000	\$90,000	0.96%	0.78%
75	Terry S. Nelson PA	Bershadski	Nelia		\$85,000	\$85,000	0.91%	0.74%
76	Terry S. Nelson PA	McGhee	David		\$65,000	\$65,000	0.70%	0.57%
77	Terry S. Nelson PA	Davis	Larry		\$65,000	\$65,000	0.70%	0.57%
78	Terry S. Nelson PA	Ortiz	Crispin		\$65,000	\$65,000	0.70%	0.57%
79	The Lawrence Law Group, P.A.	Sullivan	Timothy	16-2014- CA-000798 - Duval County	\$260,000	\$320,000	2.79%	2.79%
80	Your Insurance Attorney	Diaz	Jose R.		\$100,000	\$100,000	1.07%	0.87%

Healthcare Negligence Settlement Recovery Corp.  
Claimant Ownership %

	Law Firm	Client Last Name	Client First Name	Florida State Case No. and County	Outstanding Amount	Settlement Amount	Pro-Rata Outstanding Amount	Pro-Rata Judgment Amount
81	Your Insurance Attorney	Mackey	Gloria	2021-CVA-19 - Osceola County	\$81,667	\$140,000	0.88%	1.22%
82	Your Insurance Attorney	Hill	Roosevelt	21-CA-8091 - Hillsborough County	\$81,667	\$140,000	0.88%	1.22%
83	Your Insurance Attorney	Vega	Rafel		\$81,667	\$140,000	0.88%	1.22%
84	Your Insurance Attorney	McKenzie	Stanley		\$81,667	\$140,000	0.88%	1.22%
85	Your Insurance Attorney	Scott	Moses	20-CA-3594 - Duval County	\$81,667	\$140,000	0.88%	1.22%
86	Your Insurance Attorney	Cobb	Doneatha	21-CA-1568 - Polk County	\$81,667	\$140,000	0.88%	1.22%
87	Your Insurance Attorney	Paul-Bennett	Karen	2020-CA-216 - Columbia County	\$81,667	\$140,000	0.88%	1.22%
88	Your Insurance Attorney	Walker	Louise	2020-000044-CA - Miami-Dade County	\$81,667	\$140,000	0.88%	1.22%
89	Your Insurance Attorney	Moran	Doris	21-CA-1866 - Lee County	\$81,667	\$140,000	0.88%	1.22%
90	Your Insurance Attorney	McKinnion-Murphy	Netti		\$81,667	\$140,000	0.88%	1.22%
91	Your Insurance Attorney	Blair	Bobby		\$81,667	\$140,000	0.88%	1.22%
92	Your Insurance Attorney	Walker	Lula Mae	20-24417-CA - Miami-Dade County	\$81,667	\$140,000	0.88%	1.22%
93	Your Insurance Attorney	White	Jessie		\$81,667	\$140,000	0.88%	1.22%
94	Your Insurance Attorney	Mitchell	Doris		\$81,667	\$140,000	0.88%	1.22%
95	Your Insurance Attorney	Barrett	Harry Wayne		\$81,667	\$140,000	0.88%	1.22%
96	Your Insurance Attorney	Whitcomb	Susan		\$81,667	\$140,000	0.88%	1.22%

Healthcare Negligence Settlement Recovery Corp.  
Claimant Ownership %

	Law Firm	Client Last Name	Client First Name	Florida State Case No. and County	Outstanding Amount	Settlement Amount	Pro-Rata Outstanding Amount	Pro-Rata Judgment Amount
97	Your Insurance Attorney	Acevedo	Sharon		\$81,667	\$140,000	0.88%	1.22%
98	Your Insurance Attorney	Hause	Mary		\$81,667	\$140,000	0.88%	1.22%
99	Your Insurance Attorney	Druelle	Catherine		\$81,667	\$140,000	0.88%	1.22%
100	Your Insurance Attorney	Gager	Ehud		\$81,667	\$140,000	0.88%	1.22%
101	Your Insurance Attorney	Foster	Levi	21-CA-11108-0 - Orange County	\$81,667	\$140,000	0.88%	1.22%
					<b>\$ 9,330,376.96</b>	<b>\$ 11,475,000.00</b>	<b>98.39%</b>	<b>98.69%</b>

# **Exhibit “D”**



Colloquy

1 plan, the debtors believed for a lot of different reasons that  
2 substantive consolidation was appropriate. The committee  
3 disagreed. And the committee believed that it wasn't  
4 appropriate, that we didn't meet the factors. And the  
5 committee believed that there were very significant  
6 differences between the OpCo debtors and the DivestCo debtors,  
7 and that by splitting it amongst the silos, we could achieve  
8 better results and kind of work that way. And so there's  
9 basically substantive consolidation within the OpCo so that  
10 there's kind of one group of creditors there and substantive  
11 consolidation within the DivestCo and one group of creditors  
12 there. There's also on top of that, and I'll go through this  
13 in a little bit, a lot of consideration flowing in to allow  
14 for proceeds to actually flow to unsecured creditors. Does  
15 that answer your question?

16 THE COURT: Sure, for the moment.

17 MR. SIMON: We'll get into it in a little more  
18 detail. And I'm sure Mr. Lawall would have some thoughts to  
19 offer on that point as well.

20 And so the modified plan, I'd say it's somewhat  
21 complicated because of that, right, because we've now split  
22 between the silos and the associated treatment, an allocation  
23 to unsecured creditors occurs in two different groups of  
24 creditors. And in fact -- and we'll talk about class 6C as a  
25 third group as well.



Colloquy

1 I'm going to try to summarize the plan in seven  
2 steps. And obviously feel free to stop me if you have any  
3 questions. Number 1, this is a reorganization plan, not a  
4 liquidation plan. It contemplates the assumption of the  
5 leases underlying all forty-three facilities which operate on  
6 a go-forward basis, assumption of the Omega lease, the  
7 Welltower lease, the Elderberry lease, and the one Harts  
8 Harbor facility. The assumption of the Omega lease is  
9 critical because there is a waiver of the cure clause  
10 associated with that.

11 Number 2, the consideration being provided to the  
12 debtors estates is in excess of seventy million dollars. It  
13 includes the waiver of the DIP, which, with fees and interest,  
14 is approximately twenty-three million dollars. It includes  
15 the assumption by the reorganized debtors on a modified basis  
16 of the Omega secured second lien term loan. That with  
17 interest is approximately twenty-seven million dollars. It  
18 includes the payment of or assumption of all administrative  
19 and priority claims necessary to confirm the plan. And it is  
20 contemplated that Midcap is also entering into a new ABL line  
21 with the reorganized debtors which addresses that senior  
22 secured position.

23 Third, on top of that funding, there is significant  
24 consideration flowing to general unsecured creditors and  
25 funding of a GUC trust. So what I referred to in number 2 is



Colloquy

1 all of the funds necessary to kind of get to the unsecured  
2 funding. And this is what's being provided to the unsecured  
3 creditors. This includes 10.75 million dollars in cash on the  
4 effective date, all of the remaining accounts receivable as of  
5 the effective date on account of divested facilities, and any  
6 proceeds on claims that are backed by D&O insurance. That D&O  
7 coverage is up to twenty-five million dollars. The divested  
8 accounts receivable also includes a backstop of two million  
9 dollars by the reorganized debtors, which is guaranteed by the  
10 plan sponsor.

11 Number 4, and you referenced it, the revised plan  
12 does not contemplate full substantive consolidation but rather  
13 substantive consolidation through silos. In other words, all  
14 of the operating debtors on the one hand are substantively  
15 consolidated, and all of the divested debtors and other  
16 nonoperating entities are consolidated with each other.

17 5, and this is where it gets a little tricky around  
18 that, plan treatment to general unsecured claims are  
19 apportioned based on the silo. And this was done obviously in  
20 very close coordination with the creditors' committee. Class  
21 6A is now OpCo debtors. Class 6B is DivestCo debtors. And  
22 I'll come back to class 6C in a moment.

23 The plan sponsor consideration is being divvied up  
24 between class 6A and class 6B in a manner that the committee  
25 believes largely aligns with the assets held by each silo. So



Colloquy

1 the OpCo side, class 6A, gets 9.25 million in cash but no  
2 contingent assets. The DivestCo side on the other side, class  
3 6B, gets a million and a half in cash plus the divested AR  
4 which is at a minimum another two million in cash plus  
5 whatever else is collected on top of that plus all of the  
6 proceeds on account of the no claims.

7 Class 6C is simply any claims that were joint and  
8 several against the OpCo debtors because substantive  
9 consolidation had the effect of actually rendering those  
10 claims with less value. And so this was an effort to provide  
11 them with a little bump in consideration. It's a one percent  
12 recovery on top of those -- on top of what those claimants  
13 could receive in class 6A or 6B. And it was necessary to kind  
14 of get the creditors' committee on board. And it's estimated  
15 that those amounts will be approximately 264,000 dollars.  
16 There is a cap in the plan that was filed of 250,000. That is  
17 one of the changes that we've agreed to is to remove that cap,  
18 but it's only slightly less than that. And ultimately those  
19 funds come out of the opco amount anyway.

20 On all of these points, part of the significant  
21 legwork in documenting this and implementing it was to make  
22 sure that there was an effort, and it was led by the Ankura  
23 team, to take all of the claims and sort them into 6A and 6B  
24 based upon the nature of the claim and whether it originated  
25 at a divested facility or a KeepCo facility. And so now that

Colloquy

1 effort is largely done, and we're working with KCC to make  
2 sure that preprinted ballots and all of this can be done  
3 through solicitation over the next week. That was number 5.

4 Number 6, in exchange for this consideration, there  
5 are broad debtor releases in the plan, all causes of action  
6 other than the D&O claims vest in the reorganized debtors.  
7 And the debtors, Midcap, Omega and their respective affiliated  
8 parties would receive a release from the debtors. This  
9 follows the result of two independent investigations, the  
10 debtors, which was led by Chapman with assistance from  
11 McDermott and one independent by the committee. Both of these  
12 investigations were summarized in the disclosure statement.  
13 And both of these investigations support the releases being  
14 granted by the debtors.

15 And lastly, 7, in addition to the debtor releases,  
16 the plan does feature consensual opt-out third-party releases.  
17 These releases are similar to many other plans around the  
18 Country that require affirmative opt-out on the ballots,  
19 including those approved previously in this Court. Except  
20 there's a key distinction between many of those cases and what  
21 we have here, which is a one-page plain English clear note on  
22 every ballot and at the at the outset of the plan which spells  
23 out very clearly that if you do nothing, your rights will be  
24 compromised and that you as a creditor alone have that choice.  
25 These opt-outs were acceptable in most courts prior to Purdue.



Colloquy

1 And our view is Purdue does not change the landscape. In  
2 fact, the Supreme Court said as much. We quote that language  
3 in our disclosure statement. But they are consensual. And  
4 parties do have the ability to opt out. We know that this has  
5 been a hot-button issue for the U.S. Trustee's office since  
6 Purdue. And we look forward to arguing that issue not today  
7 but at the confirmation hearing.

8 Those are the seven pillars to this plan. I think  
9 there can be little or no doubt that the plan and disclosure  
10 statement contains adequate information to afford creditors  
11 the ability to vote, to accept or reject the plan. It's also  
12 our understanding that the committee will be including in the  
13 solicitation package a letter to creditors urging them to  
14 vote, to accept.

15 Nevertheless, despite what I said, we are seeking  
16 only conditional approval today. All disclosure-type  
17 requirements under Section 1125 are preserved for the  
18 confirmation hearing. We have that explicit language in the  
19 form of order.

20 In addition to the revised plan and disclosure  
21 statement, we also filed a revised form of solicitation  
22 procedures order, which includes the ballots. That's filed at  
23 docket for sixty-three. It's got a black line, again, to the  
24 previously filed version. This includes the proposed schedule  
25 leading up to confirmation, including that solicitation will

