

2015 OCT 28 PM 3:12

THE COURT OF CLAIMS OF OHIO

MATTHEW RIES, Admr., et al., :

Plaintiffs, :

v. :

THE OHIO STATE UNIVERSITY :

MEDICAL CENTER, :

Defendant. :

Case No. 2010-10335

Judge Patrick M. McGrath

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

1. This agreement is made between Matthew Ries and Cyrelle McNew, hereinafter the Plaintiffs, and the Ohio State University Medical Center, hereinafter the Defendant (the "parties").
2. The Plaintiffs have asserted a claim against the Defendant in an action now pending in the Court of Claims, entitled *Matthew Ries, Admr., et al. v. The Ohio State University Medical Center* and identified as Ohio Court of Claims Case No. 2010-10335.
3. This agreement and release is made as a compromise between the parties for the complete and final settlement of the incidents, claims, and/or causes of action that were or could have been alleged in Court of Claims Case No. 2010-10335.
4. It is understood by the parties that the facts upon which this agreement and release is made may prove to be other than or different from the facts now known by either of them or believed by either of them to be true. Each of the parties expressly accepts and assumes the risk of the facts proving to be different, and each of the parties agree that all the terms of this agreement and release shall be in all respects effective and not subject to termination or rescission by reason of any such difference in facts.
5. The parties agree that the terms of this agreement and release bind the parties and their assigns and successors in interest.
6. The Plaintiffs understands that this agreement and release is a compromise of disputed claims and payment thereof is not to be construed as an admission of liability on the part of the Defendant.

7. This agreement and release contains the entire agreement between the parties with regard to the matters set forth herein. There are no other understandings or agreements, between the parties except as set forth herein.

8. In consideration of the mutual covenants set forth herein, the parties agree that the total aggregate settlement amount shall be One Million Seven Hundred Thousand Dollars and 00/100 Cents (\$1,700,000.00), and broken down as follows:

A. The Defendant, the Ohio State University Medical Center agrees to pay the Plaintiffs, Matthew Ries and Cyrelle McNew, the sum of One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00), pursuant to Ohio Revised Code Chapter 2743. No interest on this amount shall be paid. No representation is made by the Defendant as to the tax consequences of payment of the amount specified in this paragraph.

B. Periodic Payment(s): The Defendant also agrees to make the following payment:

Three Hundred Thousand Dollars and 00/100 (\$300,000.00) to "Pacific Life & Annuity Services, Inc." for a structured settlement annuity to fund the Periodic Payments described below.

Starting on 08/01/2022:

\$30,584.02 per year for 04 years certain only.

Payee: Jason McNew

Beneficiary: Estate of Jason McNew

Starting on 08/01/2023:

\$31,922.04 per year for 04 years certain only.

Payee: Bradford McNew

Beneficiary: Estate of Bradford McNew

Starting on 08/01/2024:

\$33,283.48 per year for 04 years certain only.

Payee: Mitchell McNew

Beneficiary: Estate of Mitchell McNew

Any guaranteed payments to be made after the death of the Payees pursuant to the terms of this Settlement Agreement shall be made as listed above. A request for change of beneficiary may be submitted in writing from the guardian of any Payee with Court approval. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to Pacific Life Insurance Company. The designation must be in a form acceptable to Pacific Life Insurance Company.

9. Payments Obligation

- A. Assignment of Obligation. It is understood and agreed by the parties hereto, that the Defendant will assign its duties and obligations to make the Periodic Payments set forth above to Pacific Life & Annuity Services, Inc.. ("the Assignee") pursuant to a "qualified assignment" within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended. The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of Defendant (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation. A specimen of such qualified assignment is attached hereto as Exhibit A. The assignment is hereby accepted by Plaintiffs without right of rejection and in full discharge and release of the duties and obligations of Defendant and all parties released by this Settlement Agreement with respect to such future payments. Upon the assignment of the duties and obligation of the Defendant as provided herein, it is understood and agreed by and among the parties that Assignee or its designee shall make said future periodic payments directly to the Payee named above.

The Plaintiffs recognize that the Assignee shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the Defendant shall thereupon become final, irrevocable and absolute. Execution of the qualified assignment will absolutely and completely discharge the Defendant from any further payment obligation. Plaintiffs recognize that the Assignee is the sole obligor with respect to the Periodic Payments and in no event and under no circumstances will the Defendant or its employees be responsible for any part of the Periodic Payments obligation.

- B. Payee's Right to Payments. Plaintiffs acknowledge that the Periodic Payments cannot be accelerated, deferred, increased or decreased by the Plaintiffs and/or any Payee; nor shall the Plaintiffs and/or any Payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

- C. Purchase of Annuity. The Defendant or, when assigned, the Assignee, will fund the liability to make the Periodic Payments through the purchase of an annuity policy from Pacific Life Insurance Company. The Defendant or, when assigned, the Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The Defendant or, when assigned, the Assignee will have Pacific Life Insurance Company mail payments directly to the Payee. The Plaintiffs and/or Payee shall be responsible for maintaining a current mailing address for Payee with Pacific Life Insurance Company.
- D. Discharge of Obligation. The obligation of the Defendant or, when assigned, the Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check in the amount of such payment to the designated address of the Payee named above, or the deposit by electronic funds transfer in the amount of such payment to an account designated by the Payee identified above, with the exception that, in the event a Periodic Payment is not received and therefore presumed lost, and the Payee has provided proper notification and it can be substantiated that the payment in question has not been negotiated, then the Assignee will place a "Stop Payment" on said payment and reissue.
10. All sums set forth herein constitute damages on account of personal physical injuries or physical sickness, within the meaning of Section 104 (a)(2) of the Internal Revenue Code of 1986, as amended
11. The Plaintiffs, Matthew Ries and Cyrelle McNew, do hereby release, hold harmless from any liability, and forever discharge the State of Ohio and the Ohio State University Medical Center, their agents, servants, employees and officers, personally and in any other capacity, from any and all claims, actions, causes of action, demands, costs, loss of services, expenses, and any and all other damages which the undersigned ever had, now has or may have, or claims to have, against the State of Ohio or the Ohio State University Medical Center, or their agents, servants, employees or officers, on account of or in any way arising out of the incidents, claims, and/or causes of action that were or could have been alleged in Court of Claims Case No. 2010-10335.
12. The Plaintiffs agrees to be bound by a journal entry dismissing with prejudice the above described claim known as Ohio Court of Claims Case No. 2010-10335.
13. The parties acknowledge and agree that this agreement and release shall not be binding on any of the parties until it has been duly presented to the Ohio Attorney General, as required by Ohio Revised Code §2743.15(A) and Rule 7(A) of the Rules of the Court of Claims, for the Attorney General's approval, and the Ohio Attorney General has approved the agreement and release. The parties further acknowledge that the signature of the Assistant Attorney General on this agreement and release is on behalf of Defendant and is not to be construed as the approval of the Attorney General. If the Attorney General shall fail or refuse to approve the agreement and release, it shall be null and void and without any force or effect, and none of the parties shall be bound by it.

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- 14. The parties acknowledge and agree that this agreement and release shall not be binding on any of the parties until it has been duly presented to the Ohio Court of Claims as required by Ohio Revised Code §2743.15(A) and Rules 7(A) and (B) of the Rules of the Court of Claims, for the Court's approval, and the Court has approved the agreement and release. If the Court shall fail or refuse to approve the agreement and release, it shall be null and void and without any force or effect, and none of the parties shall be bound by it.
- 15. The undersigned have read this agreement and release, understand all its terms, if signing on behalf of a principal, have authority to sign settlement documents on its behalf, and have executed this agreement and release voluntarily.

9-25-2015
DATE

Matthew M. Ries
Matthew Ries, as Administrator
of the Estate of Michael McNew, deceased.

S.S.:

Sworn to and subscribed in my presence by Roxanne Nori this 25th day of September, 2015.

Roxanne Nori
NOTARY PUBLIC
Roxanne Nori, Notary Public
State of Ohio
My Commission Expires May 20, 2018

10/1/15
DATE

Cyrelle McNew
Cyrelle McNew

S.S. No.

Sworn to and subscribed in my presence by Cyrelle McNew this 1st day of October, 2015.

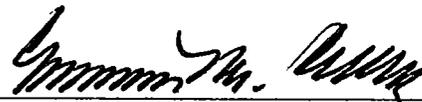
Jeffrey D. Starr
NOTARY PUBLIC
JEFFREY D. STARR
Notary Public
Commonwealth of Massachusetts
My Commission Expires Oct. 22, 2021

9-22-15
DATE

David I. Shroyer
David I. Shroyer
Counsel for Plaintiffs

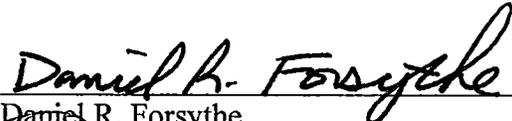
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10.15.15
DATE



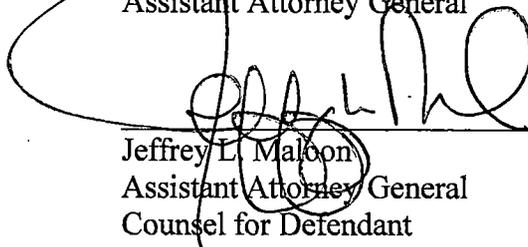
Christopher M. Culley
Senior Vice President and General Counsel
The Ohio State University

10-27-15
DATE



Daniel R. Forsythe
Assistant Attorney General

10.27.15
DATE



Jeffrey L. Malbon
Assistant Attorney General
Counsel for Defendant



RECEIVED
SEP 23 2015
COURT OF CLAIMS DEFENSE

Qualified Assignment Agreement
In Accordance With Internal Revenue Code Section 130

"Claimant(s)": Mitchell McNew
(See Addendum No. 1 for additional claimants)

"Assignor(s)": The Ohio State University Medical Center

"Settlement Agreement": _____
[Date and title of settlement agreement, order or other document embodying the Assignor's obligation to make the agreed periodic payments]

"Assignee": Pacific Life & Annuity Services, Inc.

"Annuity Issuer": Pacific Life

"Effective Date": _____

This Qualified Assignment Agreement is made and entered into as of the Effective Date by and among the undersigned parties with reference to the following facts:

- A Claimant(s) and Assignor are parties to or are otherwise subject to or entitled to receive payments under the above-referenced Settlement Agreement, under which Assignor has liability to make certain periodic payments to or for the benefit of Claimant(s) as specified or referred to in paragraph 11 of this Agreement (the "Periodic Payments"); and
- B Assignor and Assignee wish to effect a "qualified assignment" within the meaning and subject to the conditions of Section 130(c) of the Internal Revenue Code of 1986, as amended (the "Code").

Now, therefore, in consideration of the foregoing and for other good and valuable consideration, the parties agree as follows:

1. **Assignment and Assumption.** Assignor hereby assigns to Assignee, and Assignee hereby accepts and assumes, all of Assignor's liability to make the Periodic Payments.

Pacific Life refers to Pacific Life Insurance Company and its affiliates, including Pacific Life & Annuity Company. Insurance products are issued by Pacific Life Insurance Company in all states except New York and in New York by Pacific Life & Annuity Company. Product availability and features may vary by state. Each company is solely responsible for the financial obligations accruing under the products it issues. Insurance product and rider guarantees are backed by the financial strength and claims-paying ability of the issuing company.

2. **Nature of Periodic Payments.** The Periodic Payments constitute
 - i. damages (other than punitive damages), whether by suit or agreement, or
 - ii. compensation under a workers' compensation act,on account of personal injury or sickness in a case involving physical injury or physical sickness, within the meaning of Sections 130(c) and 104(a) of the Code.
3. **Extent of Assignee's Liability.** Assignee's liability to make the Periodic Payments shall be no greater than the liability of Assignor immediately prior to the Effective Date. Assignee assumes no liability other than the liability to make the Periodic Payments. Assignee's liability to make the Periodic Payments shall be unaffected by any bankruptcy or insolvency of Assignor.
4. **Qualified Funding Asset.** Assignee will fund the Periodic Payments by purchasing from Annuity Issuer a "qualified funding asset," as defined in Section 130(d) of the Code, in the form of an annuity contract (the "Annuity") issued by Annuity Issuer and providing for payments corresponding to the Periodic Payments. Assignee shall be designated as the owner of the Annuity. All rights of legal ownership and control of the Annuity shall (subject to paragraph 9 of this Agreement) be and remain vested exclusively in Assignee; provided, however, that the Annuity shall be used by Assignee to fund the Periodic Payments and shall at all times be designated by Assignee on its records as being taken into account, under Section 130 of the Code, with respect to this Agreement. Notwithstanding anything to the contrary contained in this Agreement, neither any Claimant nor any Successor Payee shall have any rights with respect to the Annuity or the payments thereunder that would cause any amount attributable to the Annuity to be currently includible in the recipient's income or would otherwise affect the determination of when any recipient is treated as having received a payment for income tax purposes, or would otherwise prevent this Agreement from satisfying all of the conditions for a "qualified assignment" within the meaning of Section 130(c) of the Code.
5. **Delivery of Payments.** Assignee may have Annuity Issuer send payments directly to a Claimant, or, if applicable, to a Successor Payee (as defined in paragraph 8 of this Agreement), or deliver payments by electronic funds transfer to an FDIC-insured depository institution in the United States for credit (directly or indirectly) to an insured account in the name of such Claimant or Successor Payee. Such direction of payments under the Annuity shall not be deemed to afford the Claimant or any Successor Payee any rights of ownership or control of the Annuity.
6. **Discharge of Liability.** The Assignee's liability to make each Periodic Payment to the Claimant or Successor Payee designated to receive such payment shall be discharged automatically at such time as a corresponding payment is made to such Claimant or Successor Payee by the Annuity Issuer.
7. **Acceleration, Transfer of Payment Rights.** None of the Periodic Payments and no rights to or interest in any of the Periodic Payments (all of the foregoing being hereinafter collectively referred to as "Payment Rights") can be
 - i. Accelerated, deferred, increased or decreased by any recipient of any of the Periodic Payments; or
 - ii. Sold, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly, unless such sale, assignment, pledge, hypothecation or other transfer or encumbrance (any such transaction being hereinafter referred to as a "Transfer") has been approved in advance in a "Qualified Order" as defined in Section 5891(b)(2) of the Code (a "Qualified Order") and otherwise complies with applicable state law, including without limitation any applicable state structured settlement protection statute.

No Claimant or Successor Payee shall have the power to effect any Transfer of Payment Rights except as provided in sub-paragraph (ii) above, and any other purported Transfer of Payment Rights shall be wholly void. If Payment Rights under this Agreement become the subject of a Transfer approved in accordance with sub-paragraph (ii) above the rights of any direct or indirect transferee of such Transfer shall be subject to the terms of this Agreement and any defense or claim in recoupment arising hereunder.

8. **Contingent Beneficiaries.** Any Periodic Payments to be made after the death of any Claimant or Successor Payee shall be made to such party as shall have been designated in, or in accordance with, the Settlement Agreement or, if the Settlement Agreement does not provide for such designation, then to the party designated in conformity with this paragraph 8. Any party so designated is referred to in this Agreement as a "Contingent Beneficiary." If no Contingent Beneficiary is living at the time of the death of a Claimant or Successor Payee, payment shall be made to the decedent's estate. As used in this agreement the term "Successor Payee" refers to a Contingent Beneficiary or an estate that has become entitled to receive Periodic Payments following the death of a Claimant or a Successor Payee. Except as otherwise provided in the Settlement Agreement, no designation or change of designation of a Contingent Beneficiary shall be effective unless such change (i) is requested in a written request submitted to Assignee (or its authorized agent) in accordance with Assignee's customary procedures for processing such requests; and (ii) is confirmed by Assignee (or its authorized agent). Except for a designation that is expressly identified in the Settlement Agreement as irrevocable, any designation of a Contingent Beneficiary shall be deemed to be revocable; and no party that is designated as a Contingent Beneficiary (other than a party irrevocably designated as a Contingent Beneficiary in the Settlement Agreement) shall, solely by virtue of its designation as a Contingent Beneficiary, be deemed to have any cognizable interest in any Periodic Payments.

Note: Beneficiaries section only applies to guaranteed benefits (Period Certain, Lump Sum(s), Life with Certain payments).

9. **Failure to Satisfy Section 130(c).** If at any time prior to completion of the Periodic Payments, the Settlement Agreement is declared terminated in a final, non-appealable order of a court of competent jurisdiction (or in the case of a workers' compensation settlement, a final order of the applicable workers' compensation authority) or if it is determined in any such final order that the requirements of Section 130(c) of the Code have not been satisfied in connection with this Agreement: (i) the assignment by Assignor to Assignee of the liability to make the Periodic Payments, Assignee's acceptance of such assignment shall be of no force or effect; (ii) Assignee shall be conclusively deemed to be acting as the agent of Assignor; (iii) the Annuity shall be owned by Assignor, which shall retain the liability to make the Periodic Payments; (iv) Assignee shall have no liability to make any Periodic Payments; and (v) the parties hereto agree to cooperate in taking such actions as may be necessary or appropriate to implement the foregoing.

10. **Governing Law; Disclosure of Certain Tax Information; Binding Effect.**

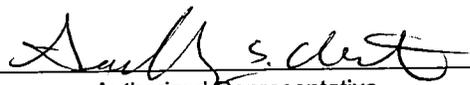
- (i) This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Ohio;¹ provided, however, that any Transfer of Payment Rights under this Agreement may be subject to the laws of other states in addition to the state designated above.
- (ii) This Agreement shall be binding upon the parties hereto and their respective successors, heirs, executors, administrators and permitted assigns, including without limitation any party asserting an interest in Payment Rights.

11. **Description of Periodic Payments.** The Periodic Payments are as set forth in attached **Addendum No. 1**, which is hereby incorporated in and made a part of this Agreement.

¹ *In choosing governing law the parties should be aware that the effectiveness of both contractual and "legal" restriction on assignment of rights to receive future Periodic Payments – including (i) contractual restrictions integral to the intended tax treatment of periodic payments and the annuities held as qualified funding assets and (ii) statutes, regulations and "rule[s] of law" prohibiting, restricting or requiring consent for assignments – may be limited (unintentionally) by sweeping override provisions enacted in §§ 9-406 and 9-408 of Revised Article 9 of the Uniform Commercial Code, which took effect in most states in July, 2001. Most states have enacted amendments that make the overrides in §§ 9-406 and 9-408 inapplicable to structured settlements; but until appropriate corrective amendments are in effect nationwide, the parties to a qualified assignment may find it advisable to avoid designating as governing law the law of a state that has not yet enacted such amendments.*

This Qualified Assignment Agreement is signed in one or more counterparts as of the Effective Date by the following:

Assignor: The Ohio State University Medical Center

By: 
Authorized Representative

Geoffrey S. Chatas
Tit Senior Vice President for Business and Finance
and CFO

Assignee: Pacific Life & Annuity Services, Inc.

By: 
Authorized Representative

Title: LICENSED AGENT

Assignee: Pacific Life & Annuity Services, Inc.

By: _____
Authorized Representative

Title: _____

Addendum No. 1
Description of Periodic Payments

Payee (1): **Jason McNew**
Benefit(s):

1. **Period Certain Annuity** - \$30,584.02 payable annually, guaranteed for 4 year(s), beginning on 08/01/2022, with the last guaranteed payment on 08/01/2025.

Payee (2): **Bradford McNew**
Benefit(s):

1. **Period Certain Annuity** - \$31,922.04 payable annually, guaranteed for 4 year(s), beginning on 08/01/2023, with the last guaranteed payment on 08/01/2026.

Payee (3): **Mitchell McNew**
Benefit(s):

1. **Period Certain Annuity** - \$33,283.48 payable annually, guaranteed for 4 year(s), beginning on 08/01/2024, with the last guaranteed payment on 08/01/2027.

Initials

Assignor(s): GC

Assignee: JB

Assignee: _____



PROBATE COURT OF FRANKLIN COUNTY, OHIO
ROBERT G. MONTGOMERY, JUDGE

ESTATE OF MICHAEL MCNEW, DECEASED

CASE NO. 539293

**ENTRY APPROVING SETTLEMENT AND DISTRIBUTION OF
WRONGFUL DEATH AND SURVIVAL CLAIMS**

Upon hearing the application to approve settlement and distribution of the wrongful death and survival claims, the Court:

- Approves the proffered settlement of \$ 1,700,000.00
- Orders payment of \$ _____ to be applied to decedent's funeral and burial expenses.
- Orders payment of \$ 7,500.00 to the fiduciary for services rendered with respect to the wrongful death and survival claims.
- Orders payment of \$ 65,929.92 to the attorney for reimbursement of case expenses and \$ 680,000.00 for attorney fees for services rendered with respect to the wrongful death and survival claims.
- Orders that the net proceeds of \$ 946,570.08 be allocated \$ 946,570.08 to the wrongful death claim and \$ 0.00 to the survival claim. The amount allocated to the survival claim shall be considered an asset of the estate and shall be reflected in the fiduciary's account of the administration of the estate.
- Finds all of the beneficiaries of the wrongful death claim are on an equal degree of consanguinity, are adults, and have agreed how the net proceeds allocated to the wrongful death claim are to be distributed.
- Orders distribution of the net proceeds allocated to the wrongful death claim to the surviving spouse, children, parents and other next of kin, in the equitable shares shown below, fixed by the Court having due regard for the injury and loss to each beneficiary resulting from the death and for the age and condition of the beneficiaries.

Name	Residence Address	Relationship to Decedent	Birthdate of Minor	Amount
Cyrelle McNew	95 Woodchester Dr., Chestnut Hill MA 02467	Widow		646,570.08
Jason McNew	95 Woodchester Dr., Chestnut Hill, MA 02467	Son	07.31.2003	Annty. 100,000
Bradford McNew	95 Woodchester Dr., Chestnut Hill, MA 02467	Son	10.20.2004	Annty. 100,000
Mitchell McNew	95 Woodchester Dr., Chestnut Hill, MA 02457	Son	06.06.2006	Annty. 100,000

FILED #24
SEP 15 2015
Robert G. Montgomery, Judge
Franklin County Probate Court

Orders that the share of:

- _____ a minor(s) be deposited pursuant to R.C. 2111.05.
- _____ a minor(s) be paid to the guardian of the estate of such minor.
- _____ a child(ren) be deposited in a trust for the benefit of the child(ren) until twenty-five years of age.

Authorizes the fiduciary to execute a release which, upon payment, shall be a discharge of the claim.

Orders the fiduciary and the attorney to report the distribution of the proceeds within 30 days of the date of this Entry.

Further orders Orders fiduciary and attorney to report distribution within 60 days of the date of this Entry

Approved:



Attorney for Fiduciary
David I. Shroyer, Esq.

Robert G. Montgomery
Probate Judge

MCO

0024099

Attorney Registration No.

9/15/15

Date

FILED #24
SEP 15 2015
Robert G. Montgomery, Judge
Franklin County Probate Court

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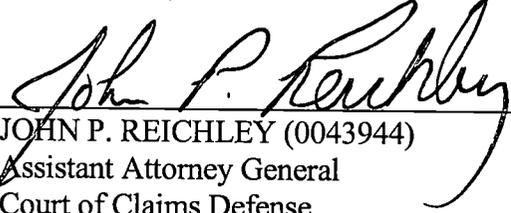
THE COURT OF CLAIMS OF OHIO

MATTHEW RIES, Admr., et al., :
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 Plaintiffs, :
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 v. : Case No. 2010-10335
 :
 THE OHIO STATE UNIVERSITY : Judge Patrick M. McGrath
 MEDICAL CENTER, :
 :
 Defendant. :

ATTORNEY GENERAL'S APPROVAL
OF SETTLEMENT AGREEMENT AND RELEASE

Pursuant to Ohio Revised Code §2743.15(A), the undersigned designee of the Ohio Attorney General has reviewed the Settlement Agreement and Release in the above-captioned action and hereby approves it this 28~~th~~ day of October, 2015.

MICHAEL DEWINE
Ohio Attorney General



JOHN P. REICHLEY (0043944)
Assistant Attorney General
Court of Claims Defense
150 East Gay Street, 18th floor
Columbus, OH 43215
Phone (614) 466-7447; Fax (614) 644-9185
John.Reichley@ohioattorneygeneral.gov

THE COURT OF CLAIMS OF OHIO

MATTHEW RIES, Admr., et al., :
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 Plaintiffs, :
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 v. : Case No. 2010-10335
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 : Judge Patrick M. McGrath
 THE OHIO STATE UNIVERSITY :
 MEDICAL CENTER, :
 :
 Defendant.

JOURNAL ENTRY
APPROVING SETTLEMENT AGREEMENT AND RELEASE

The Court, being fully advised as to the premises, approves and confirms the settlement agreement and release entered into by and between the parties and ORDERS the cause be DISMISSED with prejudice to all parties. Court costs are assessed against defendant. No interest shall be paid on the amount of the settlement.

It is further ORDERED that the settlement warrants drawn on the account of The Ohio State University Medical Center, be issued as follows:

1. One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00), made payable to Matthew Ries and Cyrelle McNew and sent to the Plaintiffs c/o David I. Shroyer and Daniel N. Abraham, 536 South High Street, Columbus, Ohio 43215;
2. Three Hundred Thousand Dollars and 00/100 (\$300,000.00), made payable to "Pacific Life & Annuity Services, Inc." and sent to Gary P. Brewer, Prestwick Group, Ltd., 5505 Dutch Lane, Johnstown, Ohio 43031.

DATE: _____

JUDGE, COURT OF CLAIMS OF OHIO

Case No. 2010-10335

-2-

Journal Entry

Entry cc:

David I. Shroyer
Daniel N. Abraham
536 South High Street
Columbus, Ohio 43215
Counsel for Plaintiffs

MICHAEL DEWINE
Ohio Attorney General

Daniel R. Forsythe
Jeffrey L. Maloon
Assistant Attorneys General
Court of Claims Defense
150 East Gay Street, 18th floor
Columbus, OH 43215
Counsel for Defendant