

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

LUJERIO CORDERO,

CASE NO.

*Plaintiff,*

vs.

TRANSAMERICA ANNUITY  
SERVICE CORPORATION, n/k/a  
WILTON RE ANNUITY SERVICE  
CORPORATION,

*Defendant.*

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**COMPLAINT**

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Plaintiff, Lujerio Cordero (“Plaintiff” or “Lujerio”), sues Defendant, Transamerica Annuity Service Corporation (“Transamerica”), n/k/a Wilton Re Annuity Service Corporation, and states as follows:

**NATURE OF THE ACTION, PARTIES, JURISDICTION  
AND VENUE**

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1. This is an action for damages for breach of contract arising out of Defendant’s breach of its contractual and fiduciary obligations under a structured settlement agreement and its failure to act in Plaintiff’s best interests.

2. The Court has jurisdiction pursuant to 28 U.S.C. § 1332(a)(1) as this is a suit between parties that are citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

3. Lujerio is a citizen and resident of Miami-Dade County, Florida, and is in all

respects *sui juris*.

4. On June 28, 2017, Transamerica was acquired by Wilton Re U.S. Holdings, Inc., and on or about January of 2018 the corporation's name was changed to Wilton Re Annuity Service Corporation, retaining Transamerica's states of incorporation and principal place of business. For consistency and clarity, this Complaint will refer to defendant as Transamerica, the corporate name through which it approved the transfers described below.

5. Upon information and belief, Transamerica was at all times relevant hereto incorporated under New Mexico law, with a principal place of business in Cedar Rapids, Iowa.

6. Venue is proper in this district pursuant to 28 U.S.C. §§1391(a) and (b)(2) because a substantial part of the acts or omissions giving rise to this action occurred within this Judicial District.

#### **COMMON ALLEGATIONS**

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##### *Lead-Poisoning Damage and Structured Settlements*

7. Childhood victims of lead contamination suffer permanent and substantial damage severely limiting their capacities to maintain employment as adults. These individuals are generally not impeded enough to warrant permanent guardianship status, but according to the Center for Disease Control and Prevention are unable as adults to secure viable employment or engage in complex reasoning. Lead poisoning is irreversible, and no level of lead exposure is safe. See Emily A. Benfer, *Contaminated Childhood: How the United States Failed to Prevent the Chronic Lead Poisoning of Low-Income Children and Communities of Color*, 41 HARV. ENVTL. L. REV. 493, 498-99 (2017), and Karen Syma Czapanskiy, *Structured Settlement Sales and Lead-Poisoned Sellers: Just Say No.*, 36 Virginia Environmental Law Journal 1, 5-6, and

medical/scientific studies cited in footnotes 17, 20 and 21 discussing the lifelong impaired mental functions of lead-poisoned children (2018).

8. The Internal Revenue Code provides tax-free benefits to recipients of all structured settlement agreements (not just lead-poisoning victims), 26 U.S.C. §§ 104(a)(2) and 130(c), and permits the original payees to transfer these payments on the same tax-free basis if the transfer is approved by a state court in the payee's state. 26 U.S.C. § 5891(b)(2).

9. The tax free and assignable nature of structured settlement payments, combined with the severely limited reasoning capacity associated with the victims of lead poisoning, fostered a considerable but tawdry factoring industry targeting these victims through the use of "get cash now" promotional efforts. See Terrence McCoy, *How Companies Make Millions off Lead-Poisoned, Poor Blacks*, WASH. POST (Aug. 25, 2015), [https://www.washingtonpost.com/local/social-issues/how-companies-make-millions-off-lead-poisoned-poor-blacks/2015/08/25/7460c1de-0d8c-11e5-9726-49d6fa26a8c6\\_story.html?utm\\_term=.5c132ee0c9f0](https://www.washingtonpost.com/local/social-issues/how-companies-make-millions-off-lead-poisoned-poor-blacks/2015/08/25/7460c1de-0d8c-11e5-9726-49d6fa26a8c6_story.html?utm_term=.5c132ee0c9f0).

10. Forty-nine states, including New York and Florida, have enacted versions of the Structured Settlement Relief Act. These acts attempt to prevent exploitation of structured settlement recipients by requiring court approval of assignments to factoring companies in accordance with § 5891, but in practice are routinely circumvented. Lead-poisoned victims, in cases where circumvention occurs successfully, are not questioned or even met by the Courts whose orders are supposed to attest to their intellectual capacities to understand the consequences of these sales. These facts are well known to defendant, and to the factoring companies that prey upon these victims.

*Another Target*

11. From his birth in 1990, Lujerio Cordero (“Lujerio”) suffered lead poisoning from paint in his New York apartment building, causing debilitating and permanent health handicaps, particularly his cognitive capacity. A lawsuit resulted in 1992.

12. Following several years of litigation, on June 25, 1996 Lujerio, then five years old and acting through his mother as guardian, entered into a structured settlement agreement with the underlying landlord’s insurer, Continental Insurance Company. Beginning at age 18 on December 20, 2008, Lujerio was to receive monthly payments of \$3,183.94 for a period of thirty years.

13. Lujerio’s mental handicaps, as foreseen in the structured settlement agreement, continued as an adult. Despite earnest attempts, for example, he has been unable to pass the GED exam, and his long term employment prospects for anything other than low-grade jobs vary between bleak and nonexistent.

14. The payments for Lujerio’s structured settlement, while funded by Continental Casualty Company (the tortfeasor’s carrier), were to be paid and secured by an annuity contract furnished by Transamerica Life Insurance Company and serviced by Defendant Transamerica Annuity Service Corporation, to whom Continental assigned its duties and responsibilities as part of the 1996 settlement agreement attached as Exhibit A.

15. The agreement contains a choice-of-law provision requiring the Settlement Agreement to be governed and interpreted in accordance with New York law.

16. The agreement also contains an anti-assignment provision prohibiting Lujerio, as the payee, from ever having the power to transfer or assign his payments:

Said periodic payments cannot be accelerated, deferred, increased or decreased by [Lujerio] . . . nor shall [Lujerio]

have the power to sell, mortgage, encumber or anticipate same, or any part thereof, by assignment or otherwise.

17. These anti-assignment (“spendthrift”) provisions protect the interests of the individual victim and provide strong public policy benefits for the state, because if “cash now” funds are dissipated, the victim, who in lead poisoning cases is overwhelmingly probable to have come from an economically modest background, is likely to require public assistance to survive in subsequent years. *Czapanskiy*, ¶6, at 17. Hindert & Ulman, *Transfers of Structured Settlement Payment Rights*, Judges Journal 19, 20 (Spring 2005).

18. The anti-assignment language is nearly invariably honored by the courts when an assignment sought by a factoring company is resisted by the annuity company, even in cases not involving mentally impaired victims, and Florida law has dictated that result since *Rapid Settlements Ltd. v. Dickerson*, 941 So.2d 1273 (Fla. App. 4th 2006).

19. Transamerica knew well that it could have prevented the sale of any portion of Lujerio’s structured settlement entitlement. But that’s not what happened.

20. On July 11, 2012 Lujerio, then 22, entered into the first of six structured settlement transfer agreements that, over the course of less than two years, sold every last dollar of his 30 years of benefits. In this and the next sale, he had no contact at all with the factoring company. His mother brought him already completed papers to sign, which he did in her presence alone, without a notary present. This transfer, to Alliance Asset Funding, paid Lujerio \$50,230.00 cash in exchange for 120 monthly payments of \$750.00 beginning on September 20, 2012 through August 20, 2022. The aggregate value of these payments was \$90,000 with a discounted present value at the time of \$84,716.87.

21. This first transfer Petition, accompanied by a complicated purchase agreement Lujerio lacked the capacity to understand but in any case had not read, alleged that he needed the

proceeds to pay off outstanding debts. In truth, Lujerio had no such debt, but this and the subsequent payments were rapidly, and improvidently, dissipated, including substantial gifts to his mother distributed by her to unknown sources. Lujerio is without any remaining portion of the cash payments.

22. The transfer agreement was approved by the court in Sumter County, Florida, in a hearing of which there is no record or, of course, any appearance by Lujerio or anyone acting on his behalf. In this and all later cases, the documents submitted to the court contained Lujerio's written waivers of his entitlement to both independent advice and any notice of hearing, and was accompanied by written acknowledgements evidencing Transamerica's agreement. Lujerio was domiciled in Broward County at the time.

23. On November 24, 2012, Lujerio entered into a second transfer agreement, this time with Singer Asset Finance Company. Lujerio received \$15,000 cash in exchange for 120 monthly payments of \$750.00 from September 20, 2022 through August 20, 2032. The payments' aggregate amount was \$90,000 with a discounted present value at the time of \$77,686.65. This agreement alleged that Lujerio needed the money to pay for school and outstanding debts, though \$50,000 had been received four months before to retire debts and his only school expenses were associated with his unsuccessful attempt to secure a GED. These papers were delivered for signature by Lujerio's mother alone, and the transfer agreement was again approved by a court in Sumter County.

24. On April 2, 2013, Lujerio entered into his third transfer agreement, again with Singer Asset Finance Company. He received \$50,000 in cash in exchange for 180 monthly payments of \$650.00 from July 20, 2013 through June 20, 2028. The payments' aggregate amount was \$117,000 with a discounted present value of \$105,276.72. This petition claimed

Lujerio needed (still more) money to pay for school and outstanding debts, and it was again approved by a court in Sumter County. The paperwork for this sale was delivered by a Singer salesman and signed by Lujerio without the presence of a notary.

25. On August 24, 2013, Lujerio entered into a fourth transfer agreement, again with Singer Asset Financing. He received \$70,900 cash in exchange for 174 monthly payments of \$750.00 from January 20, 2014 through June 20, 2028; 50 monthly payments of \$1,400 from July 20, 2028 through August 20, 2032; and 48 monthly payments of \$2,150 from September 20, 2032 through August 20, 2036. The aggregate amount of these payments was \$303,700.00 with a discounted present value of \$230,662.65. This time, Lujerio supposedly required immediate funds to pay for school, though meaningful details or explanations were again conspicuous solely by their absence. The GED test costs \$128. The cost of classes to prepare for it are trivial, and Lujerio's pursuit of a GED was his sole school expense. No notary was present and the paperwork was delivered by a salesman. The agreement was approved by a court in Sumter County.

26. On October 30, 2013, Lujerio entered into a fifth transfer agreement, then with Liberty Settlement Solutions. He received \$60,000 cash in exchange for 240 monthly payments of \$800.00 from February 20, 2014 through January 20, 2034. The aggregate amount of these payments was \$192,000 with a discounted present value of \$151,921.23. The agreement alleged that Lujerio needed the money to pay off past-due debt, purchase a reliable vehicle, and pay tuition for school. The agreement was approved by a court in Broward County without any presence beyond the Petitioner, as Florida law by this point required that the petition be filed in the county of residence. In this case alone, the papers were provided by a salesman accompanied by a notary public and Lujerio signed where instructed.

27. On May 15, 2014, Lujerio entered into his final transfer agreement, again with Liberty Settlement Solutions, which extracted the last dollar from his structured settlement. He received \$22,000 cash in exchange for 235 monthly payments of \$213.94 from July 20, 2014 through January 30, 2034; 31 monthly payments of \$1,013.94 from February 20, 2034 through August 20, 2036; and 27 monthly payments of \$3,163.94 from September 20, 2036 through November 20, 2038. The aggregate amount of these payments was \$167,134.42 and the discounted present value was \$108,188.27. The Petition alleged that Lujerio needed this money to purchase a new vehicle as apparently the reliable vehicle secured from the \$60,000 received six months prior was by then in “dire need of repair.” The agreement was approved by a court in Broward County under the same unilateral circumstances, and followed a salesman’s delivery of the paperwork to Lujerio, and the affixing of his signature, without a notary present. In none of the six cases was Lujerio aware that a court hearing would occur, much less when it was held.

28. Following the latter two transfer agreements, it was discovered that the attorney filing the agreements had forged the signatures of Broward County judges on other structured settlement transfer agreements. The attorney has since been disbarred and is currently serving a one-year term, but neither of Lujerio’s orders was forged.

29. Throughout all six sales, Lujerio was told only to sign and initial the documents placed before him, with those locations marked for his convenience. He was never told and did not understand the nature or ramifications of what he was signing in exchange for “some” future payments. Told not to bother reading what he signed, and subjectively aware that even reading the documents would be difficult, he complied.

30. Lujerio was never told that he had a right to receive independent advice, much less that he should seek such advice or even that there was any reason to do so.



*Transamerica's Torpor*

31. Florida is a target rich environment for an industry preying on lead poisoned victims. The incidence of the victim's personal appearances before a judge is vanishingly small – in none of Lujerio's sales was he aware that a hearing occurred, having supposedly waived that entitlement – and lawsuits invoking Florida's Structured Settlement Protection Act ("SSPA") are handcuffed by a one year statute of limitations.

32. Florida's SSPA also has a loophole that the factoring companies, with Transamerica's acquiesce and active assistance, have cynically exploited -- it allows *all* payees to provide a written waiver of independent advice and appearance before a judge, even those whose payments arose from permanent mental disabilities and who have no more capacity to understand the consequences of written waivers than the consequences of the sales themselves.

33. This loophole creates the opportunity for factoring companies to exploit the pressures on a busy court system, understandably constrained to consider the time and judicial resources individual hearings would consume, in furtherance of the goal to have the Court accept written waivers and approve the underlying stipulations without personally questioning the payee.

34. These circumstances are poorly kept secrets, and well known to Transamerica when it chose to cooperate with (rather than oppose) the factoring companies' purchases of Lujerio's structured settlement under circumstances where it knew (a) no independent advisor would ever recommend the sales and (b) no court personally questioning Lujerio or other lead-poisoned payees was likely to authorize the sale.

35. Transamerica knew that approval of transfers made by lead-poisoned victims depended upon deceptive and outright false representations made to the poisoned victims in the

context of high-pressure sales techniques, and that payee affidavits being offered to the Courts to seek approval of the transfers were, even on the rare occasions when read by these victims, secured from individuals unable to understand the consequences of their actions.

36. Transamerica enjoyed the discretion to stop each and every transfer by Lujerio (and presumably other lead-poisoned individuals), but chose otherwise for motives that are presently unclear.

37. In each of the six sales, Transamerica approved each structured settlement transfer through the signature of its counsel, all without contacting Lujerio or undertaking even rudimentary efforts to further the interests protected by the contract's anti-assignment language to which it was bound by both the original assignment and, ideally or maybe just hopefully, an underlying moral responsibility.

38. Transamerica received a \$750 "administrative fee" from the factoring companies for each of Lujerio's transfers.

39. Transamerica failed to recognize that the Payee's purported rationales for the immediate needs for cash contained in the stipulations were repetitive, nonsensical boilerplate irrational on their face, all plainly demonstrating the absence of actual facts and evidencing preparation of Lujerio's affidavits by the factoring companies' assembly-line process.

40. Overall, Transamerica knew the six Court Orders "immunizing it from all liability" were issued by Florida courts when the company was aware before agreeing to these transfers that:

- a. The underlying contract required application of New York law.
- b. The Transfer was not in Lujerio's best interests, and the grounds supposedly justifying the Payees' use of the transferred funds were pre-packaged language certain to have been solely the

consequence of instruction and drafting by the Transferee's salesmen.

c. Lujerio's "waiver of independent professional advice" was secured on identical forms prepared by the factoring companies when he had no knowledge or awareness of what such a waiver even was, let alone its implications.

d. The Court's Order decreeing the amount payable to the Transferee "fair, just and reasonable under the circumstances" was in fact (1) certain to be none of those things, but an artificial determination made by overworked courts based on the absence at a hearing of Lujerio or anyone on his behalf, and that (2) insuring Lujerio's absence from a personal appearance was an essential element of the Transferee's scheme because his presence before a Court would have demonstrated his incapacity.

e. Lujerio, as payee, *had no power under the anti-assignment clause to authorize the sale or assignment of his structured settlement payments.*

f. The sales could have been prevented by Transamerica simply objecting and invoking the anti-assignment clause.

41. The factoring companies' goal of reaching the assets protected by Lujerio's anti-assignment protection required Transamerica's agreement. The reasons that agreement was granted are presently unknown, but subject to discovery.

#### **COUNT I – BREACH OF CONTRACT (NEW YORK LAW)**

42. Lujerio re-alleges paragraphs 1 through 41 as if fully set forth herein.

43. At all material times, Lujerio was the payee under the settlement agreement, and the anti-assignment provision of that contract is a binding, valid, and enforceable restriction under New York law.

44. The agreement obligated Transamerica to enforce the anti-assignment provision for Lujerio's benefit.

45. Transamerica knowingly breached an anti-assignment provision it had no entitlement to breach, and did so for its own convenience and financial gain in stark derogation of Lujerio's interests, thereby violating its implied duty of good faith and fair dealing under New York law.

46. As a direct and proximate result of that breach, Lujerio has suffered long-lasting damages, as he was successfully targeted and preyed upon by the factoring companies and, as such, deprived of significant payments needed throughout his adult life given his cognitive limitations and inability to find steady work.

47. Transamerica owned the power to protect Lujerio from assigning his structured settlement, and even the faintest analysis would have shown that the representations made in the petitions it received -- and the stipulations it signed -- were patently false.

48. Transamerica, as obligor of the payments due Lujerio under the agreement, is accordingly liable for the difference between the amount of the present value of the monthly payments surrendered and the immediate payments he received.

49. The Court orders entitle Transamerica to be indemnified by the factoring companies victimizing Lujerio.

WHEREFORE, Plaintiff Lujerio Cordero demands judgment against Defendant, Transamerica Annuity Service Corporation, for damages in the form of \$490,322.39, costs, interest, and for any further relief this Court deems equitable, just and proper.

**COUNT II - CONSTRUCTIVE FRAUD (FLORIDA LAW)**

50. Lujerio re-alleges paragraphs 1 through 41 as if fully set forth herein.

51. Transamerica possessed the authority to prevent the sale of Lujerio's structured settlement to predatory factoring companies, and, under the circumstances of this case, bore a

fiduciary duty to Lujerio as the manager of his structured settlement assets to prevent the sales entirely or, at the very least, to conduct its own investigation into his intellectual capacity to understand the consequences. Any such investigation would have inevitably led to the same result, and no sale would have occurred.

52. In May, 2014, Lujerio entered into a final transfer agreement with Liberty Settlement Solutions.

53. As was true in the prior five agreements, Transamerica had the right to invalidate the transfer of payment rights, and was by then possessed of overwhelming evidence that Lujerio had been systematically victimized by the factoring companies.

54. By approving this transfer of payment rights, Transamerica allowed the last dollar of Lujerio's settlement to be stripped away notwithstanding that it knew of the fictitious nature of his expressed rationales, his disadvantaged mental acuity, the failure to disclose the anti-assignment clause, and the obviously material nature of what were effectively misrepresentations made by Lujerio's predators in order to induce his signature on documents they knew well he did not comprehend. Defendant abused its fiduciary duty to Lujerio to act in his best interests by stopping this transfer.

55. In receiving a \$750.00 payment from the factoring company in exchange for its active consent Transamerica advanced its own interests at Lujerio's expense.

WHEREFORE, Plaintiff Lujerio Cordero demands judgment against Defendant, Transamerica Annuity Service Corporation, for actual and punitive damages, as well as reasonable attorney's fees, costs, interests and for any further relief this Court deems equitable, just, and proper.

**COUNT III – EXPLOITATION OF DISABLED ADULT –  
FLORIDA’S ADULT PROTECTIVE SERVICES ACT**

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56. Lujerio re-alleges paragraphs 1 through 41 and 51 as if fully set forth herein.

57. Under Fla. Stat. § 415.102(28), a vulnerable adult is “a person 18 years of age or older whose ability to perform the normal activities of daily living or to provide for his or her own care or protection is impaired due to a mental, emotional, sensory, long-term physical, or developmental disability or dysfunction, or brain damage, or the infirmities of aging.”

58. Due to childhood lead-poisoning and coincident impaired cognitive functioning, Lujerio qualifies as a vulnerable adult under the statute.

59. Pursuant to Fla. Stat. § 415.102(8)(a), “Exploitation” means a person who:

2. Knows or should know that the vulnerable adult lacks the capacity to consent, and obtains or uses, or endeavors to obtain or use, the vulnerable adult’s funds, assets, or property with the intent to temporarily or permanently deprive the vulnerable adult of the use, benefit, or possession of the funds, assets, or property for the benefit of someone other than the vulnerable adult.

60. Pursuant to Fla. Stat. § 415.102(8)(b), “Exploitation” may include:

2. Breaches of fiduciary relationships, such as the misuse of a power of attorney or the abuse of guardianship duties, resulting in the unauthorized appropriation, sale, or transfer of property;
3. Unauthorized taking of personal assets;
4. Misappropriation, misuse, or transfer of moneys belonging to a vulnerable adult from a personal or joint account; or
5. Intentional or negligent failure to effectively use a vulnerable adult’s income and assets for the necessities required for that person’s support and maintenance.

61. Transamerica allowed Lujerio’s exploitation by the factoring companies through its failure to honor the structured settlement agreement’s anti-assignment provision.

Transamerica knew or should have known that Lujerio lacked the capacity to consent to the assignment of his structured settlement payments due to the underlying reason for the structured settlement agreement and its role as obligor in the original agreement. Transamerica need not have secured Lujerio's funds for itself, as it facilitated the misappropriation of his property through its failure to object and, eventually, its active agreement to the misappropriation in exchange for financial consideration.

62. Fla. Stat. § 415.1111 entitles Lujerio, as a "vulnerable adult who has been...exploited as specified in this chapter," to pursue a cause of action "against any perpetrator, and may recover actual and punitive damages for such...exploitation."

WHEREFORE, Plaintiff Lujerio Cordero demands judgment against Defendant, Transamerica Annuity Service Corporation, for actual and punitive damages, as well as reasonable attorney's fees, costs, interests and for any further relief this Court deems equitable, just, and proper.

**COUNT IV – FEDERAL RICO**

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63. Lujerio re-alleges paragraphs 1 through 41 as if fully set forth herein.

64. Over the course of six different structured settlement agreements, Transamerica acted as the obligor, with the right and duty to prevent any proposed assignment of Lujerio's structured settlement payment rights.

65. The six different agreements make clear that Lujerio was targeted, preyed upon, and taken advantage of by the factoring companies due to his status as a cognitively impaired recipient of structured settlement payment rights.

66. Transamerica played an indispensable role in the factoring companies' predatory lending practices, as its waiver of the anti-assignment clause was required to effectuate the transfer of Lujerio's interest in the structured settlement payments.

67. Transamerica, for its role as annuity issuer in reviewing and processing each petition, received a \$750.00 payment from the factoring companies. On information and belief, Transamerica required a payment in that amount for each waiver of the anti-assignment clause to which it assented, which may number in the hundreds or even thousands.

68. The factoring companies' actions preying upon lead poisoned victims include the following:

- a. Scouring Court Dockets for structured settlement agreements and identifying the recipients of these payments in case some portion of the payments remained unharvested.
- b. Targeting and contacting recipients of these payments and offering them the allure of quick and easy cash, in exchange for some of their payments.
- c. In brokering these agreements, intentionally misleading and misinforming mentally disadvantaged recipients as to the nature of the agreements in order to secure their signature on necessary but complex and lengthy documents that the companies knew could not be comprehended by their targets.
- d. Concealing pertinent and necessary payment information as a means of inducing agreements, often withholding the amount being given up, goading the recipients into signing documents, indicating to recipients that reading them is unnecessary, and encouraging recipients to waive necessary rights such as advice of counsel and court appearance.
- e. Offering boilerplate, yet flimsy and knowingly false, reasons as to the necessity of the payments to circumvent the "best interests" analysis required by SSPAs.
- f. In some cases, using remote counties as a mill for quick and easy processing of court orders.
- g. Repeating the process, until nothing was left.

69. Transamerica violated the Federal Racketeer Influenced and Corrupt Organizations Act ("RICO"), under 18 U.S.C. § 1962(c) by aiding and abetting the factoring



companies' criminal process because "it shall be unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly in the conduct of such enterprise's affairs through a pattern of racketeering activity or collection of unlawful debt." 18 U.S.C. §1962(c).

70. Transamerica violated the statute through its voluntary waiver of the anti-assignment provision in each agreement and subsequent acceptance of a \$750.00 payment from the factoring companies, constituting direct participation and assistance in the factoring companies' corrupt enterprise.

71. Transamerica used the proceeds derived by its activities in approving of the predatory and unlawful transfers in the conduct of its own business.

72. Under the Federal RICO Act, 18 U.S.C. § 1962, Transamerica participated in racketeering activity by voluntarily and intentionally participating in the factoring companies' scheme to defraud Lujerio, where it was reasonably foreseeable that interstate wire communications would be used and where interstate wire communications were in fact used. This scheme also involved the use of the U.S. mail in order to complete the transfers and secure the Court Orders.

73. The factoring companies, with the assistance and direct participation of Transamerica, targeted Lujerio's New York structured settlement and used the Courts of the State of Florida to deceptively and fraudulently effectuate the six transfer agreements.

74. Such actions constitute indirect participation in the factoring enterprise's pattern of racketeering activity, as it pertains to the factoring companies continued efforts to defraud

lead-poisoned payees such as Lujerio out of structured settlement payments necessary for their well-being.

75. As set forth herein, Transamerica facilitated the factoring companies' racketeering efforts through its continued participation, waivers of the anti-assignment provisions, and acceptance of "administrative fee" payments required by it to finalize and process each transfer of payment rights.

WHEREFORE, Plaintiff Lujerio Cordero demands judgment against Defendant, Transamerica Annuity Service Corporation, for treble damages and reasonable attorneys' fees and costs, and any further relief this Court deems equitable, just and proper.

#### **COUNT IV – FLORIDA RICO**

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76. Lujerio re-alleges paragraphs 1 through 41 and paragraphs 64-68 as if fully set forth herein.

77. Transamerica violated the State Racketeer Influenced and Corrupt Organizations Act ("RICO"), under Fla. Stat. § 895.03 by aiding and abetting the factoring companies' criminal process because "it shall be unlawful for any person employed by, or associated with, any enterprise to conduct or participate, directly or indirectly, in the conduct of such enterprise through a pattern of racketeering activity or the collection of an unlawful debt." Fla. Stat. § 895.03(3).

78. Transamerica violated the statute through its voluntary waiver of the anti-assignment provision in each agreement and subsequent acceptance of a \$750.00 payment from the factoring companies, constituting direct participation and assistance in the factoring companies' corrupt enterprise.

79. Transamerica used the proceeds derived by its activities in approving of the predatory and unlawful transfers in the conduct of its own business.

80. Transamerica participated in racketeering activity by violating Fla. Stat. § 825 relating to the exploitation of a disabled adult. Transamerica knowingly used deception to obtain or use or endeavor to obtain or use Lujerio's interest in the structured settlement payments with the intent to permanently deprive him of the use and benefit of those payments in order to benefit the factoring companies. At the time of these six transactions, Transamerica had a business relationship with Lujerio. Under Fla. Stat. § 825.101(3), the term "deception" means misrepresenting or concealing a material fact relating to: the terms of a contract or agreement entered into with a disabled adult, or an existing or preexisting condition of any property involved in a contract or agreement entered into with the disabled adult. Transamerica deceived Lujerio by failing to enforce the terms of its contract with Lujerio, and failing to fully advise Lujerio that the purpose of the anti-assignment provision in its contract was to protect Lujerio as a vulnerable person due to his disability from being subject to predatory behavior such as that engaged in by the factoring companies.

81. Transamerica also participated in racketeering activity by violating Fla. Stat. § 825 relating to the exploitation of a disabled adult by conspiring with the factoring companies to obtain Lujerio's interest in the structured settlements to benefit the factoring companies, where Transamerica knew or reasonably should have known that Lujerio lacked the capacity to consent to such transfer agreements.

82. Such actions constitute indirect participation the factoring enterprise's pattern of racketeering activity, as it pertains to the factoring companies continued efforts to defraud lead-

poisoned payees such as Lujerio out of structured settlement payments necessary for their well-being.

83. As set forth herein, Transamerica facilitated the factoring companies' racketeering efforts through its continued participation, waivers of the anti-assignment provisions, and acceptance of "administrative fee" payments necessary to finalize and process each transfer of payment rights.

WHEREFORE, Plaintiff Lujerio Cordero demands judgment against Defendant, Transamerica Annuity Service Corporation, for treble damages and reasonable attorneys' fees and costs, and any further relief this Court deems equitable, just and proper.

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**JURY DEMAND**

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Plaintiff demands trial by jury of all issues so triable as a matter of right.

Dated this 26<sup>th</sup> day of April, 2018.

/s/ Brenton N. Ver Ploeg

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