

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION**

IN RE RECEIVER FOR SCOTT A. KOHN)
AND FUTURE INCOME)
PAYMENTS, LLC, JOSEPH P. HIPPIE)
KRAIG S. AIKEN AND DAVID N.)
KENNEALLY)

C.A. No. 6:19-cv-01112-BHH

PLAN FOR CLAIMS ADMINISTRATION AND DISTRIBUTION OF PROCEEDS

The provisions of this Plan shall govern and control the resolution of the Claims of Investors and Creditors of Scott A. Kohn (“Kohn”) and Future Income Payments, LLC (“FIP”) and their related entities, as well as distribution of the Receiver Estate. These Claims arise from the operation of a Ponzi scheme orchestrated by Kohn. Any and all objections by any person affected herein must be submitted and postmarked by _____. A hearing on any timely but unresolved objections is set for _____ at _____ am. Only unresolved objections properly submitted by _____ will be heard at the _____ hearing. The Receiver intends to make an initial distribution via a Court approved distribution formula to those Claimants determined to be eligible for an initial distribution. A second distribution, if allowed, will occur in the future. This Plan adopts the Rising Tide theory of distribution which is designed to return more money to Claimants who never received money or other benefits from Kohn and/or FIP than those that did receive money or benefits.

SECTION 1: DEFINITIONS

Certain terms are defined in the substantive provision of this Plan. The following terms, as used throughout the Plan, are defined as follows:

RECEIVER: Beattie B. Ashmore, Esquire.

RECEIVER TEAM: Beattie B. Ashmore, Esquire and his associated staff including The Tollison Law Firm, P.A.

KOHN: Scott A. Kohn individually and doing business as: Future Income Payments, LLC; Pension, Annuities and Settlements, LLC; FIP, LLC; AAA Auto Lease to Own Holdings, LLC; Anadolu Trans Gida A.S.; Bally Structured Cash Flows, LLC; Buy Sell Annuity, Inc.;

Cash Flow Investment Partners East, LLC; Cash Flow Investment Partners, LLC; Cash Flow Investment Partners Mideast, LLC; Cash Flow Outsourcing Services, Inc.; Computer Supply Corporation; Consolidators Supply Service; DE Computer Supply Corporation; Employment Mobility Fund; EOL Sales and Leasing, Inc.; Georgetown Holdings, LLC; Goldyrocks, Inc.; Investors Choice Commercial Leasing, LLC (ICCL); Investors Choice Commercial Capital, LLC; Jewels by Kimberly, Inc.; Krishna International Products, Inc.; Leckwith Woods, LLC; Legal Cash Flow Solutions; London Cash Flow Solutions; London Square Specialty Services, LLC; Lumpsum Pension Advance Atlantic, LLC; Lumpsum Pension Advance Southeast, LLC; Lumpsum Pension Atlantic, LLC; Lumpsum Pension Southeast, LLC; Lumpsum Settlement West, LLC; Next Merchant Advance, LLC; NWP, Inc.; PAS California, LLC; PAS Great Lakes, LLC; PAS Northeast, LLC; PAS Southwest, LLC; Pension Advance Carolinas, LLC; Pension Advane Midwest, LLC; Pension Carolinas, LLC; Pension Midwest, LLC; Pensions Loans South, LLC; Pink Wasabe, LLC; QSV Corporation; SK Investments DE, Inc.; SK Judgment Experts; Trade.com Enterprises, Inc.; Vasnani Co.; Western Computers, Inc.; Joseph P. Hipp's Agent Alternatives, LLC; Benjamin A. Geber; MJSM Financial, LLC; Softwind Three Trust; and Softwind Three Limited Partnership.

FIP: Future Income Payments, LLC. doing business under its own name and doing business as: Pension, Annuities and Settlements, LLC; FIP, LLC; AAA Auto Lease to Own Holdings, LLC; Anadolu Trans Gida A.S.; Bally Structured Cash Flows, LLC; Buy Sell Annuity, Inc.; Cash Flow Investment Partners East, LLC; Cash Flow Investment Partners, LLC; Cash Flow Investment Partners Mideast, LLC; Cash Flow Outsourcing Services, Inc.; Computer Supply Corporation; Consolidators Supply Service; DE Computer Supply Corporation; Employment Mobility Fund; EOL Sales and Leasing, Inc.; Georgetown Holdings, LLC; Goldyrocks, Inc.; Investors Choice Commercial Leasing, LLC (ICCL); Investors Choice Commercial Capital, LLC; Jewels by Kimberly, Inc.; Krishna International Products, Inc.; Leckwith Woods, LLC; Legal Cash Flow Solutions; London Cash Flow Solutions; London Square Specialty Services, LLC; Lumpsum Pension Advance Atlantic, LLC; Lumpsum Pension Advance Southeast, LLC; Lumpsum Pension Atlantic, LLC; Lumpsum Pension Southeast, LLC; Lumpsum Settlement West, LLC; Next Merchant Advance, LLC; NWP, Inc.; PAS California, LLC; PAS Great Lakes, LLC; PAS Northeast, LLC; PAS Southwest, LLC; Pension Advance Carolinas, LLC; Pension Advane Midwest, LLC; Pension Carolinas, LLC; Pension Midwest, LLC; Pensions Loans South, LLC; Pink Wasabe, LLC; QSV Corporation; SK Investments DE, Inc.; SK Judgment Experts; Trade.com Enterprises, Inc.; Vasnani Co.; Western Computers, Inc.; Joseph P. Hipp's Agent Alternatives, LLC; Benjamin A. Geber; MJSM Financial, LLC; Softwind Three Trust; and Softwind Three Limited Partnership.

PURCHASER: Any known person or entity that purportedly purchased an income stream from Kohn/FIP.

COURT-APPROVED PROOF OF CLAIM FORM ("POC"): The Proof of Claim form approved by the United States District Court on June 27, 2024, used to submit a Claim to the Receiver and received by the Receiver, that indicates a Purchaser's intent to claim money from the Receiver Estate.

UNTIMELY POC: A POC postmarked after the Court-imposed September 30, 2024, deadline for submission.

CLAIMANT: Someone who has submitted a POC to the Receiver, whether individually or jointly.

CLAIM: That which is generated from submitting a POC to the Receiver and has an accompanying Claimant number.

COURT: The United States District Court for the District of South Carolina, Greenville Division, the Honorable Bruce Howe Hendricks, presiding.

PLAN: This Plan for Claims Administration and Distribution of Proceeds.

RECEIVER ESTATE: All money and assets that have been or will be seized and/or acquired by the Receiver and are in the custody and control of the Receiver.

RECEIVERSHIP ORDERS: The Order appointing the Receiver entered on April 15, 2019, superseded on April 30, 2019, July 18, 2019, March 3, 2020, September 1, 2020, and October 9, 2020.

MONEY INVESTED: The amount of money used to purportedly purchase an income stream from Kohn/FIP that has been **verified** by the Receiver.

PAYMENTS: The amount of money from or related to Kohn/FIP, if any, paid to or for the benefit of a Claimant that has been **verified** by the Receiver. The Payments include any and all monies, including but not limited to payments by FIP purporting to be an income stream, commissions, and any Third Party Payment.

THIRD PARTY PAYMENT: Any payment received from a third party related to the purported purchase of a FIP income stream, including, but not limited to, settlement with a financial advisor, escrow company or insurance company.

NET LOSS: The calculated difference between the Money Invested and the Payments. **THIS IS NOT THE AMOUNT YOU WILL RECEIVE.** *The amount of distribution for each claim will be less than the Net Loss and under no circumstances will it be possible to recover all losses due to the nature of the case.*

SCHEDULE OF NET LOSS AMOUNTS: Schedule attached to the Plan that lists the Receiver's calculations, determinations and/or recommendations for each Claim. This Schedule will **NOT** list the amount you will receive in the initial distribution. This number will be determined at a later date after the Court decides which POCs and creditor's claims will be allowed.

CREDITORS: All potential creditors of Kohn/FIP.

OBJECTION FORM: The form used by a Claimant to submit objections with regard to the Schedule of Net Loss Amounts and the information contained therein.

SECTION 2: CLAIMS ADMINISTRATION

Section 2.1: Notice

Investors

On or about July 12, 2024, the Receiver mailed a Court Approved Proof of Claim form to all known Investors. Additionally, the Plan is on the Receiver's website: www.receiverkohnfip.com. These notifications, coupled with the various communications provided for in the Plan, are reasonable and sufficient notice to all persons and entities regarding the Receiver's claims administration and funds distribution processes. Any and all written notices or other communications shall be delivered by First Class U.S. Mail to the address of record of all Claimants. Delivery shall be deemed effective three days after the date of mailing. **Claimants are responsible for keeping the Receiver informed as to their current mailing address.**

Creditors

In addition, this Plan will be published to all known Creditors. All Creditors have until _____ to submit a claim to the Receiver, along with supporting documentation. There are no known creditors at this time.

Section 2.2: Submission of Claims

The Receiver has concluded the process of reviewing the POCs. The deadline for submission was September 30, 2024, and the Receiver received approximately 1500 individual, timely submitted POCs. It was the Claimants' responsibility to make sure that their POC was properly and timely submitted and that all required documentation was provided. Any Claim that failed to conform to the requirements set forth in the POC, or failed to cure noted deficiencies will be recommended for disallowance. Upon receipt of the claims and for purposes of evaluation, individual claims from the same claimant and/or married claimants will be combined.

Section 2.3: Untimely POCs

The Court set a bar date of September 30, 2024, for submission of a properly executed POC to the Receiver. Despite this clear deadline, the Receiver received approximately 17 Untimely POCs to date. As stated in the July 12, 2024, letter to investors attached to the POC, for "good cause" shown, the Court may allow POCs submitted after the September 30, 2024, deadline. It has been determined that these 17 claimants have provided sufficient "good cause" and their claims will be considered timely. Any further POCs received will also require good cause and be added to the Schedule of Net Loss Amounts and specified as untimely.

Any Claimant whose POC is identified as untimely **MUST** provide “good cause” in writing by _____, by submitting an Objection Form as set forth in Section 3 below. Objection Forms purporting to state “good cause” for an Untimely POC submitted to the Receiver will subsequently be filed by the Receiver with the Court. No Untimely POC will be considered by the Receiver unless the Court orders the POC to be allowed for good cause shown. If no objection form with a statement of good cause is filed, the Receiver will recommend disallowance of the POC.

Section 2.4: Claims Analysis

The Receiver and/or members of the Receiver Team have reviewed and analyzed each POC to determine its validity and correctness. The Receiver Team used the information provided by the Claimant and other information available to the Receiver Team, including, but not limited to, bank records, third party settlement records/data and the records of Kohn.

The Schedule of Net Loss Amounts contains the Receiver’s recommendations regarding the Name as it will Appear on Check, the Money Invested, the Payments Received from FIP, Third Party Payments and resulting Net Loss relevant to each Claim. The recommendations contained in the Schedule of Net Loss Amounts are listed alphabetically with the associated Claimant numbers. These amounts **do not reflect the actual amount a Claimant will receive for each Claim.** They simply reflect the calculation of Money Invested less Payments received, if any.

PLEASE NOTE: In cases where a Claimant listed a Third Party Payment from a settlement and that claimant appeared to not include the part of the recovery that was paid in attorney’s fees, the Receiver reached out to each Claimant to clarify. If no response or clarification was received, the amount of money received listed as a Third Party Payment for that settlement was increased by 35%, the standard contingency fee in the legal industry. If this calculation is incorrect, or a Claimant wishes to contest the recalculation, it can be done through the objection process listed below.

Additionally, POCs that have been identified as untimely can be determined by referencing the Schedule of Net Loss Amounts. See Section 2.3 of this document.

After the time for submitting written objections has passed on _____, and a final determination is made by the Court at or after a hearing scheduled for _____ with regard to information set forth in the Schedule of Net Loss Amounts, the Receiver will then be able to calculate the amount of initial distribution for each allowed Claim.

SECTION 3: RESOLUTION OF OBJECTIONS

If the Claimant **AGREES** with the information set forth in the Schedule of Net Loss Amounts, **NO FURTHER ACTION IS REQUIRED BY THE CLAIMANT.**

If a Claimant **DISAGREES** with any of the following:

- (1) the Name as it Appears on Check,
- (2) the Money Invested,
- (3) the Payments from FIP,
- (4) the Payments (including Third Party payments), and/or
- (5) the recommendation that a POC be disallowed for any reason,

the remaining provisions of Section 3 shall govern the process for resolution of the dispute.

In addition, all Claimants whose POCs were untimely and would like to have the United States District Court allow their POC to be considered by the Receiver must proceed in accordance with the remaining provisions of Section 3.

Section 3.1: Objection Form

Along with the Plan, each Claimant will receive an “Objection Form” that must be completed by anyone (including those whose POCs have been identified as untimely) objecting to the information set forth in the Schedule of Net Loss Amounts, including the Name as it Appears on Check, the Money Invested and/or the Payments (including Third Party Payments). One Objection Form **can** be submitted for the consolidated claims for each Claimant. In other words, if a claimant submitted three individual claims and those claims are consolidated on the Schedule of Net Loss Amounts, then only one Objection Form needs to be submitted for the consolidated claims.

Additionally, all Claimants whose POCs were determined to be untimely **MUST** submit an Objection Form indicating “good cause” (why the late filed claim should be allowed). Failure to submit an Objection Form will result in disallowance of an Untimely POC and waives any further objection to such disallowance.

The Objection Form will also be available on the Receiver’s website, www.receiverkohnfip.com.

Section 3.2 Submission of Objection Form

The Objection Form, along with all required supporting documents, shall be mailed to:

Beattie B. Ashmore, Receiver Kohn-Future Income Payments, LLC
PO Box 9019
Greenville, SC 29604
Attn: Claim Dispute

Only Objection Forms sent to the above address will be considered. Objection Forms should **not** be filed with the Court, nor sent to The Tollison Law Firm, The Law Office of Beattie B. Ashmore, or the United States Attorney’s Office.

The Objection Form **must** be postmarked by _____. Failure to submit a timely Objection Form shall terminate any right to object to or otherwise contest the information set forth in the attached Schedule of Net Loss Amounts.

Each Claimant, after proper and timely submission of their Objection Form, is encouraged to call the Receiver's staff at 864-271-8200 to determine if a resolution can be reached. All Objection Forms that are not resolved prior to the hearing will be filed with the Court by the Receiver for consideration and adjudication at or after the hearing scheduled on _____.

Section 3.3 Resolution of Objections by the Court

Any Claimant whose Objection Form cannot be resolved by agreement with the Receiver prior to the _____ hearing will be heard and the dispute decided by the Court at or immediately following the hearing. Only timely submitted Objection Forms will be considered. As to unresolved Objection Forms, failure to appear at the _____ hearing will be a waiver of any objections including those to the attached Schedule of Net Loss Amounts.

Additionally, as noted above, any Creditor who fails to submit a claim and attend Court on _____ 2025 waives any claims to the Receiver Estate.

Section 3.4 Notice Regarding Resolution of Objections Forms and Related Proceedings

Anyone who has submitted an Objection Form shall be entitled to notice only with respect to the adjudication of that particular Objection Form and shall not necessarily be entitled to notice of any other proceedings related to the action.

SECTION 4 – DISTRIBUTION

Section 4.1 Approval of Claims by the Court

Within 30 business days after the final determination by the Court with regard to all unresolved Objection Forms in accordance with Section 3 above, the Receiver shall file with the Court an Amended Schedule of Net Loss Amounts and Initial Distribution Amounts. All allowed Creditor claims will also be included in the Amended Schedule of Net Loss Amounts and Initial Distribution Amounts. This Amended Schedule of Net Loss Amounts and Initial Distribution Amounts will set forth the Court's final determination of Money Invested, Payments and resulting Net Loss as well as a final determination with regard to the allowance or disallowance of POCs for legal and/or equitable reasons and the allowance or disallowance of Untimely POCs. In addition, based upon the method of distribution set forth below, a calculation will be made and an amount will be provided as to the amount of the initial distribution for each allowed Claim. **THIS WILL BE THE AMOUNT YOU ARE TO RECEIVE IN THE INITIAL DISTRIBUTION.**

Section 4.2 Priority and Payment of Claims and Other Expenses.

Claims will be prioritized and paid as follows:

(a) **Administrative Expenses.** In accordance with the terms of the Receivership Orders, the Receiver has paid and will continue to pay expenses associated with the administration of the Receiver Estate. These expenses include, but are not necessarily limited to, professional fees and expenses. The Receiver will establish as a reasonable reserve an amount necessary to pay future professional fees and expenses to be incurred in managing and liquidating assets, bringing and defending lawsuits and appeals, recovery of assets, conducting depositions and other discovery, review and analysis of additional financial documents and records and concluding the activities in this Receivership.

(b) **Tax Liabilities.** To the extent there are any outstanding and known/published tax liabilities for Kohn and/or FIP, the Receiver will reserve enough money from the initial distribution to pay any tax liabilities of Kohn and/or FIP.

(c) **Claims of Investors and Unsecured Creditors.** Claims of Investors and unsecured Creditors are general unsecured claims against the Receiver Estate and shall be paid with equal priority. The funds in the Receiver Estate are insufficient to pay these claims in full. A large amount of the money acquired by Kohn and FIP was spent or is unaccounted for despite the Receiver's efforts to locate and recover the same. As such, Claims will be paid based upon the distribution method set forth below.

Section 4.3 Distribution

(a) As soon as reasonably practical after the Court's approval of the Amended Schedule of Net Loss Amounts and Initial Distribution Amounts, the Receiver will make distributions in accordance with this Plan.

(b) The amount to be paid to each Claimant will be calculated using the "Rising Tide" methodology, which is more fully explained below. This method has been approved by the Courts and used effectively in other Federal Receivership cases in the District of South Carolina. In sum, the amounts of distribution shall be determined using the following formula:

(Amount to Distribute) DIVIDED BY (Total Money Invested by all allowed Claimants)
MULTIPLIED BY (the Money Invested associated with each Claim)
MINUS (Payments associated with each Claim).

The Receiver will make the initial distribution and other distribution(s) (with approval to make the supplemental distribution a "final" distribution), as set forth below. For each distribution, the above formula will be applied as many times as needed until all of the "Amount to Distribute" is utilized. This method of distribution treats all payments defined within the term Payments as if they came from the Receiver Estate in a distribution.

Furthermore, if the amount of the Payments (including Third Party Payment) is equal to or greater than the percentage of the Money Invested being paid under this calculation, the Claimant will receive no payment from the Receiver Estate. In other words, if you have already received through Kohn/FIP a payout, or other Payment (including a Third Party Payment) in an amount equal to or greater than the percentage of the Money Invested being paid to Claimants, you will receive no distribution from the Receiver Estate.

By way of example only (the figures below have no bearing on what each claimant may ultimately receive):

EXAMPLE 1:

Assuming hypothetically there is \$40,000 for distribution in the initial distribution and there are two Claimants, Claimant A and Claimant B who each invested \$100,000. In this case, the multiplier would be $\$40,000/\$200,000$ and would equal 20%. As such, 20% of the Money Invested for each Claimant is \$20,000.

Assume also that Claimant A received Payments of \$20,000 from the Ponzi scheme and Claimant B received no Payments. Because Claimant A received Payments of \$20,000, he will get nothing in the initial distribution. Claimant B, because he received no Payments, will receive \$20,000.

In a subsequent distribution where there is \$2,000 to distribute, the multiplier would be $\$2,000/\$200,000$ and would equal 1%. In the subsequent distribution, each Claimant would receive \$1,000. In total, Claimant A would receive \$1,000 from the Receiver Estate from the subsequent distribution, which when combined with Claimant A's Payments would equal a combined return of \$21,000. Claimant B would also receive \$21,000. However, Claimant B's total return would come solely from the Receiver Estate through the initial and subsequent distributions.

While the total amount of distribution *from the Receiver Estate* differed for each Claimant, each Claimant ultimately received the same percentage (21%) of their Money Invested.

EXAMPLE 2:

Assuming hypothetically there is \$40,000 for distribution in the initial distribution and there are two Claimants. Claimant A invested \$50,000 and Claimant B invested \$150,000. The multiplier would be $\$40,000/\$200,000$ and would equal 20%. In this case, 20% of the Actual Investment for Claimant A is \$10,000 and for Claimant B is \$30,000.

Assume also that Claimant A received a Payment of \$5,000 from the Ponzi scheme and a Third Party Payment of \$5,000 from a settlement with a financial advisor. Claimant B received no Payments. Because Claimant A received Payments (including Third Party Payments) of \$10,000, he will get nothing in the initial distribution. Claimant B, because he received no Payments, will receive \$30,000.

In a subsequent distribution where there is \$2,000 to distribute, the multiplier would be \$2,000/\$200,000 and would equal 1%. In the subsequent distribution, Claimant A would receive \$500 and Claimant B would receive \$1,500. In total, Claimant A would receive \$500 from the Receiver's Estate in the subsequent distribution, which when combined with Claimant A's Payments (including Third Party Payments) would equal a combined return of \$10,500. Claimant B would receive \$31,500. However, Claimant B's total return would come solely from the Receiver Estate through the initial and subsequent distributions.

While the total amount of distribution *from the Receiver Estate* differed for each Claimant, each Claimant ultimately received the same percentage (21%) of their Money Invested.

(c) The Receiver will make a final distribution in accordance with the terms of this Plan upon discovery and/or liquidation of additional assets and the conclusion of the Receivership. The Receiver is currently pursuing Net Winners and others who benefited financially from Kohn/FIP and continues to liquidate assets and search for other assets.

Section 4.4 Method of Payment

Distribution payment for each Claim shall be made from the Receiver Estate in the form of a check made payable to the Claimant(s) as it is listed on the Amended Schedule of Net Loss Amounts and Initial Distribution Amounts approved by the Court.

SECTION 5-OTHER RELATED MATTERS

Section 5.1: Acceptance of Payment under the Plan Effects Release

Upon acceptance of any Distribution payment from the Receiver, any and all asserted and unasserted claims, demands, rights, and causes of action of any nature that a Claimant may have against the Receiver Estate, the Receiver, and/or any member of the Receiver Team shall be deemed to be discharged, released, extinguished, or satisfied. Notwithstanding the foregoing, nothing in this Plan is intended to nor should be construed to release or limit any claims against or obligations of Kohn and FIP or any other person or entity other than the Receiver and the members of the Receiver Team.

Section 5.2: Limitation of Receiver's Liability for Payment made under the Plan

Without any limitation to the description of limitation of liability afforded to the Receiver and his team in the Court Orders, neither the Receiver nor any member of the Receiver Team shall have any liability to any person or entity for any action taken in good faith in connection with or related to the administration of the Receiver Estate, including the implementation of this Plan. In the event that such a claim or cause of action is asserted against the Receiver or any member of the Receiver Team, the Receiver or Receiver Team member shall be entitled to a defense by counsel of his or her choice, payable as any other Administrative Expense herein, even if willful misconduct is alleged.

Section 5.3: Checks Not Cashed

Any check issued to a Claimant that is not cashed within 90 days of the date of the check shall be deemed void, and the Claim pursuant to which the check was issued automatically shall be deemed to have been satisfied. With respect to any such voided check, the intended recipient shall have no right or claim of any kind against the Receiver or the Receiver Estate, including any claim for the amount of the intended distribution or any future distribution. The Receiver will make a reasonable inquiry regarding any uncashed checks.

Section 5.4: Final Report

As soon as reasonably practical after making the final Distribution in accordance with Section 4, above, the Receiver shall file with the Court, a Final Report providing the following information:

- (a) The activities engaged in or to be undertaken in winding up the Receiver Estate;
- (b) A financial statement for the Receiver Estate indicating the receipt and disbursement of money by the Receiver during the course of the Receivership; and
- (c) The process for storing and eventually destroying the books and records of the Receivership, Kohn-FIP.

Section 5.5: Receivership Orders Remain in Force and Effect

This Plan in no way should be deemed to modify, amend, or otherwise limit the Receiver's ability and authority provided for in the Receivership Orders, including the continued use and administration of the assets of the Receiver Estate.

Having reviewed and considered the within and foregoing Plan in light of the facts and circumstances related to the subject receivership,

IT IS HEREBY ORDERED that the foregoing Plan for Claims Administration and Distribution of Proceeds is hereby APPROVED.

IT IS SO ORDERED this _____ day of _____ 2025.

Bruce H. Hendricks
United States District Judge