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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 04-60573 CIV-MORENO/SIMONTON

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

MUTUAL BENEFITS CORP., et al.,

Defendants,

VIATICAL BENEFACTORS, LLC, et al.,

Relief Defendants.

**RECEIVER'S MOTION TO APPROVE NOTICE FORM
AND TO ESTABLISH NOTICE PROCEDURES**

Roberto Martínez, court-appointed receiver (the "Receiver") of Mutual Benefits Corp. ("MBC"), Viatical Benefactors, LLC ("VBLLC"), Viatical Services, Inc. ("VSP"), and Anthony Livoti individually and Anthony Livoti PA solely in their capacity as trustee ("Livoti Trustee") (collectively, the "Receivership Entities"), moves this Court for entry of an order approving the attached Notice to Investors, Preference Form and Policy Detail, and for an order establishing notice procedures.

1. On September 14, 2005, this Court entered its Order on Disposition of Policies and Proceeds [D.E. 1339](the "Disposition Order"). On September 26, 2005, the Receiver filed his Motion for Clarification of the Disposition Order [D.E. 1363](the "Clarification Motion").

2. The Disposition Motion directed parties in this case to submit joint proposed notice forms no later than September 30, 2005, or, if there were no consensus, to submit individual notice

Kozyak Tropin & Throckmorton, P.A.

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forms.¹ The parties in this case have made every effort to reach consensus, and the attached Notice to Investors, Preference Form and Policy Detail reflect a significant amount of such consensus. In accordance with the Court's *ore tenus* authorization granted September 30, 2005, the Receiver submits the attached forms with the understanding the Court has given the parties two days to provide comments to the attached forms with respect to matters on which consensus could not be reached, or with respect to language changed or added by the Receiver at the request of the parties to which changes or additions the Parties have not had an opportunity to comment.

3. The attached forms assume that the Court has granted the Clarification Motion. The attached forms are formatted for ease of reading. Once the forms have been approved, the Receiver will reduce fonts and spacing so that the cost of copying and mailing these forms is reduced somewhat.

4. Once the Court has approved the attached forms, the Receiver respectfully requests that the Court set a date that is the later of January 15, 2005² or forty-five (45) days from the date the forms are approved, to mail the forms to investors.

5. The Receiver requests the Court set a date that is forty-five days from the date of initial mailing of the notice forms for the investors to send in a response. The Receiver will send one follow up reminder to each investor from whom no response is received, giving such investor an additional 30 days to respond.

1 The Receiver will not be sending a notice form to investors who will be receiving proceeds of matured policies. Those investors will receive letters from the Receiver once the Receiver has confirmed with the Clerk of the Court the preferred method of distribution of the funds held in the Court registry, and has confirmed with insurance companies still holding proceeds the manner of distribution proposed.

2 The Notice should not be sent during the holiday season as it is highly likely that the Notice will be lost or overlooked if mailed between Thanksgiving and the New Year.

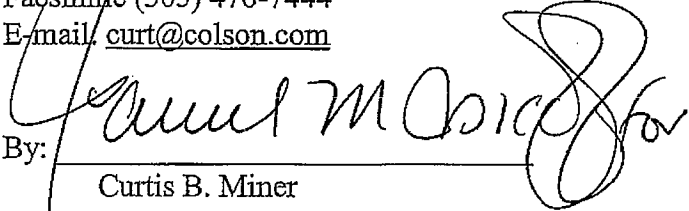
6. Once the second response deadline has passed, the Receiver's staff or the notice administrator³ will complete the tally of responses, and the Receiver will submit a report to the Court as soon as the tally is completed, while beginning the second phase of the disposition process.

Wherefore, the Receiver respectfully requests this Court enter an Order approving the Notice to Investors, Preference Form and Policy Detail in the form attached, approve the Notice Procedures outlined above, and for such other and further relief as the Court deems appropriate.

Respectfully submitted,

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By:


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By:


Laurel M. Isicoff, Fla. Bar No. 350923

³ The Receiver is currently assessing the most cost-effective and efficient manner in which to administer the noticing process.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing motion was served in accord with the attached Receiver's Service List on October 3, 2005.

By: 
Laurel M. Isicoff, Esq.

258186.1

SERVICE LIST OF RECEIVER

Case No.: 04-60573 CIV-Moreno

VIA ELECTRONIC MAIL		
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NOTICE TO INVESTORS

As you know, on May 3, 2004 the SEC filed a complaint against Mutual Benefits Corporation ("MBC"), Viatical Services, Inc. ("VSI") and Viatical Benefactors, LLC ("VBLLC"). In connection with that Complaint the federal judge overseeing the SEC case, Judge Moreno, appointed Roberto Martínez as Receiver of MBC, VSI and VBLLC. Mr. Martínez is also the Receiver of Anthony Livoti and Anthony Livoti, P.A. but only in their capacity as named trustee with respect to the MBC policies. The Receiver was charged with the responsibility of overseeing the administration of over 7,000 policies, including the payment of premiums and the collection of death benefits. However, funds for premium payments will be spent within approximately the next eighteen months so the Receiver does not have enough money to continue paying the premiums on all policies until the policies mature.

On September 14, 2005, Judge Moreno entered an Order on Disposition of Policies and Proceeds (the "Disposition Order") directing the Receiver to give investors a choice between (a) selling their interest in a policy, (b) keeping the interest and paying the cost of administering the policy, including, in most instances, the payment of premiums, or (c) surrendering their interest in the policy. A copy of the Disposition Order is posted on the Receiver's website at www.mbcreceiver.com. If you do not have access to a computer, you may obtain a copy of the Disposition Order by requesting a copy from the Receiver at c/o MBC, 43 South Pompano Parkway, PMB #112, Pompano Beach, Florida 33069. You should read the Disposition Order.

Most policies have several investors (in some cases over 100 investors) who have an interest in that particular policy. The majority (measured by investment amount) of those investors making an election will choose whether to sell, keep or surrender a policy. As to each policy, only those investors who vote will determine what happens to the policy. **If the majority (measured by investment amount) choose to dispose of the policy, whether by sale or surrender, you will receive your pro rata share of the proceeds less any expenses of sale.**

Your choice will not prevent you from filing a claim, but your choice may affect the amount of your claim. The Court has not made any determination on this issue yet.

Attached is a Preference Option Form and Policy Detail. You are receiving one of these for each policy in which you have an interest. You may choose different options for different policies but you may only choose one option for each policy interest.

Selling the Policy

If the majority (measured by investment amount) of investors vote to sell the policy described on the attached Policy Detail (the "Policy"), then your interest will be assigned to the Receiver and the Receiver will try to sell the Policy. Before selling the Policy the Receiver will file a motion to approve the sale of the Policy and you will receive notice of that motion if a policy in which you have an interest is being sold. If the Receiver cannot sell the Policy he will surrender the Policy and seek whatever cash value, if any, is in the Policy. It is possible the Policy will have no cash surrender value. If the Policy has cash surrender value greater than the highest offer received by the Receiver for the Policy, he will probably surrender the Policy instead of selling it.

If the majority (by invested amount) of investors with an interest in the Policy choose to sell the Policy, then the Policy will be sold by the Receiver even if you want to retain your interest. If a majority (by invested amount) of investors do not agree to sell the Policy, then the Receiver will not be able to sell the Policy, but the Receiver will try to sell your interest in the Policy for the highest offer. You may ultimately decide to accept or reject that offer, but if you reject it, your interest will be forfeited. A purchaser will only pay a percentage of face value of a policy. By way of example only, recently AIDS policies have sold for between 4% and 11% of face value; recently Life Settlement policies have sold for between 10% and 33% of face value. There is no guarantee these prices can be achieved if your Policy is sold. Many factors will control the price including the insured's health and how many policies are being sold at one time. The net proceeds to you, after deducting costs of sale, may be small.

Keeping the policy

If the majority (measured by investment amount) vote to retain the Policy then

a) You, as well as other investors with an interest in the Policy, will share the cost of administering the Policy, as well as the ultimate distribution of the death benefit when the Policy matures. Your share of the cost and your share in the death benefits will be based on your percentage interest in the Policy. The Court has directed that VSI will continue to administer the Policy (pay premiums, change beneficiaries and investor addresses, keep track of matured policies, and will assist in collection and distribution of death benefits when the Policy matures). The initial charge for this service will be between \$_____ and \$_____ annually per policy¹; investors located in foreign countries will be assessed a slight surcharge to cover the additional mailing costs.

b) In order to administer the policies on behalf of the investors, the nominal ownership of the policies will continue to be controlled by the Receiver, although prior to the termination of the Receivership the Receiver will seek court approval to appoint a trustee, subject to a court – approved trust agreement, to serve as nominal owner on behalf of investors until the policies mature. If there is a charge for the trustee, you will be advised of the charge at the time the motion to appoint the trustee is filed with the Court.

c) Each investor will become a named beneficiary (if not already a named beneficiary) of the policy in which the investor has an interest.

d) In order to avoid the cost of tracking down every beneficiary to a policy each time a beneficiary needs to be changed (death in the family, change from an IRA to the individual, etc.) the attached preference form contains a power of attorney. By signing the form, you give the Receiver, and any successor to the Receiver appointed by the Court, authority to sign forms for you to change the beneficiary on the Policy. The only time the Receiver may change

¹ VSI will charge a policy fee and a per investor fee. The latter fee will include one change (beneficiary, address, etc.) per year; additional changes will be assessed separately.

YOU as the beneficiary is (i) if you give the Receiver permission or (ii) if you fail to pay your share of premiums or costs of the Policy, and therefore forfeit your interest in the Policy.

e) You will also be required to pay your share of any premiums due to keep the policy from lapsing. VSI will send you an invoice annually, ninety (90) days in advance, to pay premiums. Some policies will not immediately require premium payments (the "Delayed Premium Obligation") because i) there may be funds available to pay those premiums for a short time; or ii) the policy is on "premium waiver", meaning the premiums don't need to be paid for a while; or iii) there is some "cash value" in the policy which will pay the premium obligation for a certain period of time. The attached Policy Detail advises you whether your policy has a Delayed Premium Obligation, and the estimated date when premium payments will first need to be paid. VSI administrative fees must be paid whether or not you have an immediate obligation to pay premiums. **FAILURE TO TIMELY PAY VSI ADMINISTRATIVE FEES OR PREMIUM PAYMENTS WILL RESULT IN LOSS OF YOUR POLICY INTEREST.**

If the majority of investors vote not to sell the Policy, but you still want to sell your interest and you don't want to pay VSI the administrative fees or the premiums, then the Receiver will try to sell your interest in the Policy to other investors in that Policy. If the Receiver is able to sell your interest to other investors you will receive the proceeds net of any costs of sale. The amount of net proceeds will probably be very small.

If the Receiver cannot sell your interest in the Policy the Receiver will try to reduce the amount of the Policy (and the premiums) so that the Policy can continue without your premium payment. This option is only available if your Policy is a universal policy. **At this point, your interest in the Policy will be forfeited.**

If you retain your interest in the Policy, subject to the risks outlined below, you will receive your pro rata share of the death benefits when the Policy matures. The risks of investment have not changed since the time of your initial investment, and in fact, in certain instances are increased, primarily because you will share the obligation to maintain the Policy

with many other investors. These risks include, but are not limited to, the following: (a) if at any time until the Policy matures, you, or any other Investor retaining his interest in the Policy, fails to timely pay any premiums due, and the other investors don't assume the obligation to pay the non-paying investor's premium obligation pro rata, **the Policy may be sold, and if it cannot be sold, surrendered and you could lose your entire investment.** (b) Your obligation to pay the premiums and the cost of administering the Policy will continue until the Policy matures, and the Policy may not mature for many years. (c) Unless your Policy is a whole-life policy, the annual premium costs could increase each year significantly until the Policy matures and there is no way to calculate how much those premiums could increase until the Policy matures. There is no guarantee how long a Delayed Premium Obligation will pay, or reduce the cost of, premium Roberto Martínez as Receiver payments. (d) In certain instances the face amount of the Policy may actually decrease or the Policy value could be lost completely so that you may lose all or part of your investment. (e) In certain instances a viator cannot be located and the Policy could mature without anyone's knowledge. (f) If the insurance company refuses to pay death benefits upon maturity you may lose all or part of your investment.

Surrendering the Policy

If the majority (measured by investment amount) of investors vote to surrender the Policy, then the Receiver will seek to surrender the Policy, and obtain some cash value from the policy surrender. However it is possible that the Policy has no cash surrender value, resulting in a total loss of your investment.

* * *

We have attached a preference form that you need to complete and return to the Receiver no later than []. **Please choose Option A, Option B, or Option C. PLEASE READ THE RISK SECTION OF EACH OPTION CAREFULLY.** Also indicate on the form whether you would be interested in purchasing another investor's interest if it is sold.

Thank you.

Roberto Martínez, Receiver

PREFERENCE FORM

**PLEASE INITIAL THE OPTION YOU ELECT. CHOOSE EITHER OPTION A OR
OPTION B OR OPTION C.**

**Option A: I Will Sell My Interest in the Policy. _____ (Check here if you choose
Option A)**

I want the Receiver to sell my interest in the policy identified on the attached Policy Detail (the "Policy"). I hereby assign to the Receiver, Roberto Martínez (the "Receiver") my interest in the Policy so he can sell my interest. If I am a named beneficiary on the Policy I authorize and direct the insurance company issuing the Policy to assign my beneficiary status in the Policy to Roberto Martínez as Receiver. If the highest offer the Receiver receives for the Policy is less than the cash surrender value of the Policy, the Receiver may surrender the Policy rather than sell it. **I have reviewed and understand the risks of Option A outlined in the attached Notice to Investors.**

* * *

**Option B: I Will Retain My Interest in the Policy _____ (Check here if you choose
Option B)**

I want to retain my interest in the Policy. By executing this form and selecting this Option, I hereby grant the Receiver this irrevocable power of attorney, which power of attorney I acknowledge is coupled with an interest, to sign, on my behalf, any documents necessary to change beneficiaries on the Policy as necessary from time to time. However, such power is limited so that the Receiver cannot change MY beneficial interest except (a) if I give the Receiver a separate written direction from me authorizing the change in MY beneficial interest, or (b) I forfeit my interest by failing to pay my share of premium payments and other administrative costs for the policy after receiving a demand for payment. The Receiver may assign this power of attorney to any court appointed successor, including a trustee under a court approved trust agreement. **I have reviewed and understand the risks of Option B outlined in the attached Notice to Investors.**

* * *

Option C: I direct the Receiver to surrender my interest in the Policy. _____ (Check here if you choose Option C)

I want the Receiver to surrender my interest in the Policy and by signing below I give him the authority to do so on my behalf. I have reviewed and understand the risks of Option C outlined in the attached Notice to Investors.

* * *

_____ Please check here if you are interested in purchasing other investor's interests that they elect to sell.

* * *

Print your name here: _____

Address: _____

Telephone: _____

Email: _____

I consent to receive further notices by email at this email address.

SIGN YOUR NAME HERE: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by _____ [as _____ of _____] (in the case of a corporation, partnership or other entity), who is personally known to me/who has produced _____ as identification, and who did/did not take an oath.

Notary Public, State of _____

My Commission expires:

Most banks located in the United States have a notary. If you are in a foreign country and you cannot get to a U.S. Embassy, you can attach a photocopy of your picture identification with your signature, such as a passport or driver's license, instead of having your signature notarized.

This form must be mailed to the Receiver on or before _____. **IF YOU FAIL TO COMPLETE AND RETURN THIS FORM BY THE DUE DATE THE COURT SHALL MAKE A DECISION ABOUT YOUR POLICY WITHOUT YOUR VOTE.**

Mail to: Roberto Martínez, Receiver
c/o VSI
43 South Pompano Parkway
PMB#112
Pompano Beach, FL 33069

[Address may change depending on where the forms are to be sent.]

SAMPLE ONLY
DO NOT FILE

POLICY DETAIL

Investor Information

Investor Name _____
MBC AP or CFS # _____
Original Policy Face Value _____
Percentage of Interest _____
No. of Investors on this Policy _____

Policy Information

Policy Number _____
Insurance Company Name _____
Plan of Insurance (Term, Whole Life, Universal, Group) _____

(NOTE: See Notice to Investors)

Waiver of Premium Active (Yes/No)

Premium Paying (No Funds Remaining in Escrow)

Current Estimated Annual Premium _____

Policies w/Premium Escrow Through MBC's Original Life Expectancy Projection

NOTE: Annual Premium Amount will be calculated at the next premium due date (see below).

Next Date Premium Due from Investor through MBC's Original Life Expectancy Projection Date.

Policies with Cash Value

NOTE: Annual Premium Amount will be calculated at the next premium due date (see below).

Next Date Premium Due from Investor.

Insured Information

1. HIV/Non-HIV
2. VSI's Last Date of Contact with Insured