

02-1767-CD
In Re: Jason Thomas

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02-1767-CD
IN RE: JASON THOMAS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

In Re: JASON THOMAS

: No. 52-1767-CD
:
: Type of Pleading: Petition to Transfer
: Structured Settlement
:
:
: Filed on behalf of: Jason Thomas, Petitioner
:
:
:
: Counsel of Record for this party:
: DAVID J. HOPKINS, ESQUIRE
: Attorney at Law
: Supreme Court No. 42519
:
: 900 Beaver Drive
: DuBois, Pennsylvania 15801
:
: (814) 375-0300

FILED

NOV 14 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

In Re: JASON THOMAS : No.

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PETITION TO TRANSFER STRUCTURED SETTLEMENT

AND NOW, comes Petitioner, Jason Thomas, by and through his attorneys, The Hopkins Law Firm, and states as follows:

1. Petitioner is Jason Thomas whose address is 1246 Treasure Lake, DuBois, Pennsylvania 15801.
2. Petitioner was involved in a motor vehicle accident and as a result thereof, received a structured settlement issued by Allstate Settlement Corporation, 301 Sanders M3B, Northbrook, IL 60062. The structured settlement provides payments to the Petitioner as follows:
 - a. 60 monthly payments of \$350.00 beginning July 25, 2000 and ending June 25, 2005;
 - b. 60 monthly payments of \$650.00 beginning on July 25, 2002 and ending on June 25, 2010;
 - c. \$1000.00 per month beginning July 25, 2010 and ending June 25, 2015.
3. Petitioner proposes to enter into a purchase agreement with 321 Henderson Receivables Limited Partnership whose address is c/o J.G. Wentworth & Company, 30 South 15th Street, Floor 10, Philadelphia, PA 19102 who will purchase 32 payments of \$350.00 per month and 60 monthly payments of \$650.00 per month for \$24,000.00.

4. 321 Henderson Receivables Limited Partnership has provided Petitioner, Jason Thomas, with a Disclosure Statement pursuant to 40 P.S. §4003(a)(2), (a)(4) and (b). See attached Disclosure Statement set forth as Exhibit "A".

5. The best interest of Jason Thomas would be served by granting the relief requested herein because Jason Thomas is in need of the funds to pay various credit card debts he incurred at a younger less mature age. Today, Jason Thomas is a bright twenty two (22) year old individual. He is the Assistant Manager of Kay Jewelers located in the DuBois Mall and who recognizes the folly of using the credit cards excessively.

6. Jason Thomas will retain the last 60 monthly of the Allstate Settlement Corporation structured settlement which will pay him approximately \$1,200.00 per month from July 25, 2010 through June 25, 2015. In addition thereto, Jason Thomas possesses over \$75,000.00 in mutual funds which was also received as a result of his motor vehicle collision.

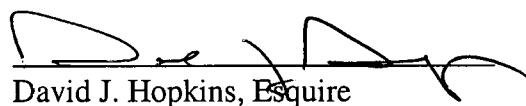
7. Jason Thomas does not suffer from further complications from the motor vehicle accident that led to the structured settlement.

8. Jason Thomas has been representing by his own independent legal counsel regarding the implications of the transfer, including consideration of the tax ramifications of the transfer.

9. Jason Thomas has given written notice of the transferee's name, address and taxpayer identification number to Allstate Settlement Corporation and has filed a copy of such notice with the Court;

WHEREFORE, Petitioner respectfully requests this Honorable Court approve and authorize the sale of Allstate Settlement Corporation a structured settlement payment stream from November 25, 2002 through June 25, 2010 for the sum of \$24,000.00. Said purchase to be made by 321 Henderson Receivables Limited Partnership.

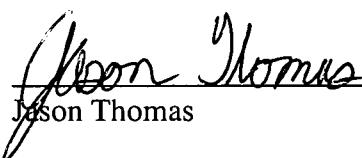
Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Petitioner

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.



Jason Thomas

SCHEDULE 1

DATE PROVIDED: September 14, 2002

DISCLOSURE STATEMENT

PLEASE BE ADVISED THAT THE PROPOSED TRANSACTION IS A SALE, NOT A LOAN, AND THAT YOU WILL BE SELLING ALL RIGHTS AND TITLE TO THE ASSIGNED ASSETS ONCE THIS TRANSACTION IS CONSUMMATED. PLEASE BE ADVISED THAT YOU MAY BE SUBJECT TO ADVERSE FEDERAL AND STATE INCOME TAX CONSEQUENCES AS A RESULT OF THE PROPOSED TRANSACTION. YOU SHOULD CONSULT YOUR OWN COUNSEL, ACCOUNTANT, OR FINANCIAL ADVISOR REGARDING ANY FEDERAL OR STATE INCOME TAX CONSEQUENCES ARISING FROM THE PROPOSED TRANSFER.

YOUR PURCHASE PRICE WAS DERIVED ASSUMING A DISCOUNT RATE SIGNIFICANTLY HIGHER THAN THE PRIME INTEREST RATES CHARGED BY COMMERCIAL BANKS, THEREFORE, WE URGE YOU TO EXPLORE ALL FINANCIAL OPTIONS.

WE WILL PURCHASE FROM YOU A) 32 Monthly payments of \$350.00 each, beginning on 11/25/2002 and ending on 06/25/2005 B) 60 Monthly payments of \$650.00 each, beginning on 07/25/2005 and ending on 06/25/2010

THE AGGREGATE AMOUNT OF THE PURCHASED PAYMENTS IS \$50,200.00.

THE DISCOUNT PRESENT VALUE OF THE AGGREGATE PAYMENTS AT 4.6% IS \$41,290.28. THE GROSS AMOUNT PAYABLE TO SELLER IS \$24,000.00. THE NET AMOUNT PAYABLE TO THE SELLER IS \$24,000.00. NO EXPENSES ARE INCURRED BY YOU.

Initial:



EXHIBIT "A"

SCHEDULE 1, PAGE 2

DATE PROVIDED: September 14, 2002

THE DISCOUNT RATE FOR THIS TRANSACTION IS 20.04%. THE CASH PAYMENT YOU RECEIVE IN THIS TRANSACTION FROM US WAS DETERMINED BY APPLYING THE SPECIFIED EFFECTIVE ANNUAL DISCOUNT RATE, COMPOUNDED MONTHLY, TO THE TOTAL AMOUNT OF FUTURE PAYMENTS TO BE RECEIVED BY US.

THE QUOTIENT OBTAINED BY DIVIDING THE NET PAYMENT BY THE DISCOUNTED PRESENT VALUE IS 58.1 %.

BASED ON THE NET AMOUNT THAT YOU WILL RECEIVE FROM US AND THE AMOUNTS AND TIMING OF THE STRUCTURED-SETTLEMENT PAYMENTS THAT YOU ARE TURNING OVER TO US, YOU WILL, IN EFFECT, BE PAYING INTEREST TO US AT A RATE OF 20.04% PER YEAR.

NOTICE OF CANCELLATION RIGHTS:

YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO 5:00 P.M. OF THE TWENTY-FIRST DAY FOLLOWING THE LATER OF THE EXECUTION OF THE PURCHASE AGREEMENT, OR THE DATE THE PAYEE BECOMES OBLIGATED UNDER THE PURCHASE AGREEMENT WITHOUT PENALTY OR FURTHER OBLIGATION.

THIS CANCELLATION RIGHT CANNOT BE WAIVED IN ANY MANNER.

TO CANCEL, YOU MUST PROVIDE WRITTEN NOTICE TO THE TRANSFeree. WRITTEN NOTICE SHOULD BE MAILED OR DELIVERED TO THE ADDRESS BELOW BY 5:00 P.M. OF (THE TWENTY-FIRST DAY FOLLOWING THE TRANSACTION). IT IS BEST TO MAIL IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND TO KEEP A PHOTOCOPY OF THE SIGNED FORM AND YOUR POST OFFICE RECEIPT. ADDRESS TO WHICH CANCELLATION IS TO BE RETURNED:

Initial:



SCHEDULE 1, PAGE 4

DATE PROVIDED: September 14, 2002

PLEASE BE ADVISED THERE ARE NO PENALTIES OR LIQUIDATED DAMAGES PAYABLE BY YOU IN THE EVENT OF ANY BREACH OF THE TRANSFER AGREEMENT BY YOU. THERE ARE NO BROKERS COMMISSIONS, SERVICE CHARGES, APPLICATION FEES, PROCESSING FEES, CLOSING COSTS, FILING FEES, ADMINISTRATIVE FEES, LEGAL FEES, NOTARY FEES AND OTHER COMMISSIONS, FEES, COSTS, EXPENSES AND CHARGES PAYABLE BY YOU OR DEDUCTED FROM GROSS AMOUNT OTHERWISE PAYABLE TO YOU.

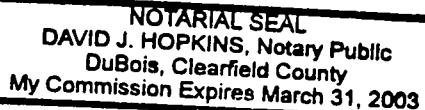
Jason Thomas
Jason Thomas

Date Executed: 10/2/02

STATE OF PA
COUNTY OF Clearfield:

On this 2 day of Oct, 2002 before me, the above signed personally appeared before me, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed it.

Notary



Initial:

JH

FILED

AP 0 Nov 10 05
Nov 14 2002 DA PD 85 6 02 Atty
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

In Re: JASON THOMAS

: NO. 02-1767-C

:

RULE RETURNABLE

NOW, this 19th day of November, 2002, upon consideration of the Petition to Transfer Structured Settlement, a Rule is hereby issued upon Allstate Settlement Corporation and 321 Henderson Receivables Limited Partnership to Show Cause why the Petition should not be granted.

Rule Returnable on the 13 day of December, 2002, at 3:30 o'clock P.M. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

FILED

NOV 19 2002

William A. Shaw
Prothonotary

COURT ADMINISTRATOR

Clearfield County Courthouse

1 North Second Street

Clearfield, PA 16830

(814) 765-2641

BY THE COURT

JUDGE

FILED

2CC
Amy Hopkins
012139854
NOV 19 2002
C
FEB

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

In Re: JASON THOMAS

: No. 02-1767-CS

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FILED

DEC 13 2002

ORDER

William A. Shaw
Prothonotary

AND NOW, this 13 day of December 2002, upon consideration of the unopposed petition of Jason Thomas ("Mr. Thomas"), it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. The transfer of the structured settlement proceeds (the "Assigned Payments") by Mr. Thomas to 321 Henderson Receivables Limited Partnership ("Henderson") as described in the petition in this matter (the "Proposed Transfer") (i) does not contravene any federal or state statute or the order of any court or responsible administrative authority, and (ii) is in the best interest of Mr. Thomas, taking into account the welfare and support of Mr. Thomas's dependents, if any.
2. The Proposed Transfer complies with the requirements of 40 P.S. § 4001 *et seq.* and will not contravene any applicable law limiting the transfer of workers' compensation claims.
3. At least ten (10) days prior to the date on which Mr. Thomas signed the transfer agreement in connection with the Proposed Transfer, she received a separate disclosure statement from Henderson satisfying the requirements of 40 P.S. §4003 (A)(2).
4. Mr. Thomas has received independent legal advice regarding the implications of the Proposed Transfer including consideration of the tax ramifications of the Proposed Transfer.
5. Prior to entering into the Proposed Transfer, Henderson provided a separate written notice to Mr. Thomas satisfying the requirements of 40 P.S. §4003(B).

6. Henderson has given written notice of its name, address and taxpayer identification number to Allstate Settlement Corporation (“Allstate Settlement”) and Allstate Life Insurance Company (“Allstate Life”) (collectively “Allstate”).

7. Mr. Thomas has timely filed and served notice of the Proposed Transfer and otherwise complied with 40 P.S. § 4004.

8. Pursuant to 40 P.S. §§ 4001-4009, the Proposed Transfer is approved. During the period the structured settlement payments rights are being assigned or encumbered pursuant to the transaction at issue, the designated contingent beneficiary under the Annuity shall be the Estate of Mr. Thomas.

9. Allstate Life shall forward the Assigned Payments, within 7 days of the date due, to 321 Henderson Receivables, L.P., at P.O. Box 7780-4244, Philadelphia, PA 19182-4244, by check made payable to 321 Henderson Receivables, L.P., as follows: monthly payments of \$350.00 each due on the 25th of the month, beginning December 25, 2002 and continuing through and including May 25, 2005; one monthly payment of \$650.00 due on June 25, 2005, with Henderson retaining \$350.00 and returning the remainder of the payment to Mr. Thomas; monthly payments of \$650.00 each, due on the 25th of the month, beginning July 25, 2005 and continuing through and including May 25, 2010; one monthly payment of \$1,093.00 due on June 25, 2010, with Henderson retaining \$650.00 and returning the remainder of the payment to Mr. Thomas.

10. All remaining Periodic Payments (and/or portions thereof) that are not the subject of the Proposed Transfer shall be made payable to Mr. Thomas and will be forwarded by Allstate Life to Mr. Thomas’s home address or any payment address designated by Mr. Thomas, subject to Allstate’s consent.

11. Henderson shall defend, indemnify, and hold harmless Allstate and its successors and assigns, from and against any and all liability, including reasonable attorney's fees and costs, for all claims arising out of, related to, or in connection with the Purchase Agreement, the Assigned Payments, the Proposed Transfer, or any stipulation executed in connection with this matter, except with respect to claims to enforce such a stipulation.

12. Allstate's lack of opposition to this matter, or stipulation hereto or compliance herewith, shall not constitute evidence in any other matter, and is not intended to constitute evidence in this or any other matter that

- a. payments under a structured settlement contract or annuity or related contracts can be assigned or that "anti-assignment" or "anti-encumbrance" provisions in structured settlement contracts or annuities or related contracts are not valid and enforceable; or
- b. other transactions entered into by Henderson and its customers constitute valid sales and/or security interests; or
- c. Allstate has waived any right in connection with any other litigation or claims.

13. Henderson and Mr. Thomas, for themselves and for their respective successors, assigns, heirs, or administrators, or individuals or entities that may claim through them (the "Releasors"), hereby remise, release and forever discharge Allstate, and their directors, shareholders, officers, agents, employees, servants, successors, executors, administrators, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, employees, servants, successors, executors, administrators, and assigns, past and present (the "Releasees"), of and from any and all manner of actions and causes of action, suits, debts,

dues, accounts, bonds, covenants, contracts, agreements, judgments, settlements, damages, claims, and demands whatsoever, in law or in equity, in connection with, related to, or arising out of, any claim or allegation that was or could have been asserted in connection with, related to, or arising out of, the Purchase Agreement, the Assigned Payments, the Proposed Transfer, or any stipulation executed in connection with this matter, which against each other or the Releasees, the Releasors can, shall or may have, except for claims to enforce any party's rights under such a stipulation.

DONE IN OPEN COURT this 15 day of Dec, 2002.

Judge

FILED

2cc

01/31/2002
DEC 13 2002
Amy Hopkins

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

In Re: JASON THOMAS :
: NO. 02-1767 C.D.
:

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Petition to Transfer Structured Settlement together with Rule to Show Cause, filed on behalf of Jason Thomas, was forwarding by certified mail, postage prepaid, on the 22nd day of November, 2002, to all counsel of record, addressed as follows:

BY CERTIFIED MAIL

Article Number 7001 1940 0006 2175 7349
Allstate Settlement Corporation
3100 Sanders M3B
Northbrook, IL 60062

Article Number 7001 1940 0006 2175 7356
321 Henderson Receivables Limited
c/o J. G. Wentworth & Company
30 South 15th Street, Floor 10
Philadelphia, PA 19102


David J. Hopkins, Esquire
Attorney for Jason Thomas

FILED

DEC 13 2002

William A. Shaw
Prothonotary

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Allstate Settlement Corporation
300 Sanders M3B
Northbrook, IL 60062

2. Article Num*(Transfer fr*

PS Form 38

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X LINDA PYTER, Agt. For
ALLSTATE INS. CO.

 Agent Addressee**B. Received by (Printed Name)**

NOV 26 2002

C. Date of Delivery**D. Is delivery address different from item 1?** Yes

If YES, enter delivery address below:

 No**3. Service Type**

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

01-M-2509

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

321 Henderson Receivables Limited
c/o J. G. Wentworth & Company
30 South 15th Street, Floor 10
Philadelphia, PA 19102

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X *Mark Webster*

 Agent Addressee**B. Received by (Printed Name)****C. Date of Delivery**

11/25/02

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below:

 No**3. Service Type**

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number 7001 1940 0006 2175 7356
(Transfer from service label)

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

FILED

Off 013:20-BTH
NO CC

DEC 13 2002

William A. Shaw
Prothonotary