

2003-226-CD
RE: LINDA MCGONIGAL

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

In Re: LINDA MCGONIGAL

: No. 03-226-CJ

: Type of Pleading: Petition to Transfer
Structured Settlement

: Filed on behalf of: Linda McGonigal,
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

FEB 20 2003

**William A. Shaw
Prothonotary**

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

In Re: LINDA MCGONIGAL : No.

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PETITION TO TRANSFER STRUCTURED SETTLEMENT

AND NOW, comes Petitioner, Linda McGonigal, by and through her attorneys, The Hopkins Law Firm, and files the within Petition and in support thereof states as follows:

1. Petitioner is Linda McGonigal whose address is HC Box 21, Karthaus, Pennsylvania 16845.
2. Your Petitioner is age 52, married and has three (3) adult children.
3. In 1987, Petitioner was involved in a motor vehicle accident in which she suffered a herniated disc. Petitioner prosecuted a personal injury action against the tortfeasor. She was represented by Attorney James Naddeo.
4. Petitioner settled her claims and as part of the settlement your Petitioner received a structured settlement issued by Consideration Life Insurance Company – Firemen's Insurance Company of Newark, New Jersey, now known as Pacific Life Insurance Company, 700 Newport Center Drive, Newport Beach, California 30339.
5. The structured settlement provides payments to the Petitioner in the amount of \$330.00 per month for life beginning November 1, 1990. Two hundred forty (240) payments are guaranteed.

6. Petitioner has received said monthly payments and after the March 1, 2003 payment, there will be ninety one (91) remaining guaranteed payments of \$330.00 per month.

7. 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, Pennsylvania 19102 who will purchase ninety one (91) payments of \$330.00 per month for \$16,500.00.

8. 321 Henderson Receivables Limited Partnership has provided Petitioner, Linda McGonigal, with a Disclosure Statements pursuant to 40 P.S. §4003(a)(2), (a)(4) and (b). See attached Disclosure Statement set forth as Exhibit "A".

9. The best interest of Linda McGonigal would be served by granting the relief requested herein because Linda McGonigal is in need of the funds to pay off debts and to make improvements to her house. Linda McGonigal has discussed this matter with her husband and adult children and they believe that the payment of debt will reduce Ms. McGonigal's monthly obligations by an amount equal to or more than the \$330.00 annuity payment. In addition thereto, the improvements to Ms. McGonigal's home will improve the quality and benefit of her life.

10. Linda McGonigal receives Social Security Disability in the amount of \$263.00 per month. In addition thereto, her husband, Ralph McGonigal, receives \$1,258.00 per month from Social Security. Ms. McGonigal and her husband possess sufficient monthly income to pay for their needs without receiving the \$330.00 per month structured settlement.

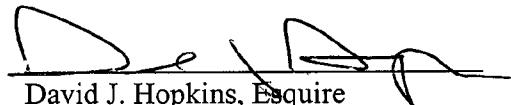
11. Linda McGonigal does not believe she will require further surgery or medical treatment as a result of the automobile accident.

12. Linda McGonigal has been represented by her own independent legal counsel regarding the implications of the transfer including consideration of the tax ramifications of the transfer.

13. Linda McGonigal will give written notice of the transferee's name, address and taxpayer identification number to Pacific Life Insurance Company and will file a copy of such notice with the Court.

WHEREFORE, Petitioner Linda McGonigal respectfully requests this Honorable Court approve and authorize the sale of ninety one (91) monthly payments of \$330.00 from Pacific Life Insurance Company to 321 Henderson Receivables Limited Partnership. Said payments to begin with the April 1, 2003 payment and run through the October 1, 2010 payment. 321 Henderson Receivables Limited Partnership shall pay \$16,500.00 to Linda McGonigal for said payments.

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.



Linda McGonigal

SCHEDULE 1

DATE PROVIDED: January 18, 2003

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) 91 Monthly payments of \$330.00 each, beginning on 04/01/2003 and ending on 10/01/2010

THE AGGREGATE AMOUNT OF THE PURCHASED PAYMENTS IS \$30,030.00.

THE DISCOUNT PRESENT VALUE OF THE AGGREGATE PAYMENTS AT 4.2% IS \$25,650.04. THE GROSS AMOUNT PAYABLE TO SELLER IS \$16,500.00. THE NET AMOUNT PAYABLE TO THE SELLER IS \$16,500.00. NO EXPENSES ARE INCURRED BY YOU.

Initial:

Dm.

©2001 321 Henderson Receivables Limited Partnership

SCHEDULE 1, PAGE 2

DATE PROVIDED: January 18, 2003

THE DISCOUNT RATE FOR THIS TRANSACTION IS 18.51%. 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 64.3 %.

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 18.51% PER YEAR.

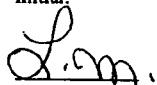
NOTICE OF CANCELLATION RIGHTS:

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:



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SCHEDULE 1, PAGE 3

DATE PROVIDED: January 18, 2003

**321 HENDERSON RECEIVABLES LIMITED PARTNERSHIP
2920 NORTH GREEN VALLEY PARKWAY
BUILDING # 3, SUITE 321
HENDERSON, NV 89014
ATTENTION: VICE PRESIDENT - OPERATIONS**

**THE DISCOUNTED PRESENT VALUE OF PAYMENTS SHALL BE
CALCULATED AS FOLLOWS:**

**THE CURRENT VALUE OF THE TRANSFERRED STRUCTURED
SETTLEMENT PAYMENTS UNDER FEDERAL STANDARDS FOR
VALUING ANNUITIES.**

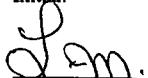
**THE APPLICABLE FEDERAL RATE USED IN CALCULATING THE
DISCOUNTED PRESENT VALUE IS 4.2%.**

**IMPORTANT NOTICE: YOU ARE STRONGLY URGED TO CONSULT
WITH AN ATTORNEY WHO CAN ADVISE YOU OF THE POTENTIAL
TAX CONSEQUENCES OF THIS TRANSACTION.**

**I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD
THE LANGUAGE CONTAINED IN SECTION 8 OF THE PURCHASE
AGREEMENT WHICH STATES:**

**THE NET AMOUNT THAT YOU WILL RECEIVE FROM US IN
EXCHANGE FOR YOUR FUTURE STRUCTURED SETTLEMENT
PAYMENTS REPRESENTS 64.3% OF THE ESTIMATED CURRENT
VALUE OF THE PAYMENTS BASED UPON THE DISCOUNTED VALUE
USING THE APPLICABLE FEDERAL RATE.**

Initial:

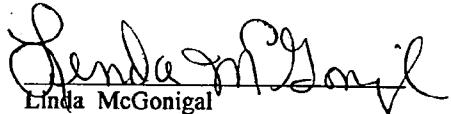


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SCHEDULE 1, PAGE 4

DATE PROVIDED: January 18, 2003

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.

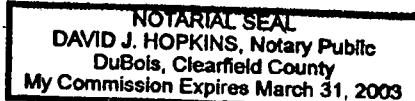

Linda McGonigal

Date Executed: 2-3-03

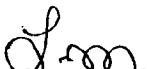
STATE OF PA
COUNTY OF Clearfield

On this 3rd day of Feb, 2003, 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:



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FEB 20 2003
Atty Hopkins

William A. Shaw
Prothonotary

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

In Re: LINDA MCGONIGAL

: No. 03-226-CJ

: Type of Pleading: Petition to Transfer
Structured Settlement

: Filed on behalf of: Linda McGonigal,
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

FEB 20 2003

**William A. Shaw
Prothonotary**

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

In Re: LINDA MCGONIGAL : No.

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PETITION TO TRANSFER STRUCTURED SETTLEMENT

AND NOW, comes Petitioner, Linda McGonigal, by and through her attorneys, The Hopkins Law Firm, and files the within Petition and in support thereof states as follows:

1. Petitioner is Linda McGonigal whose address is HC Box 21, Karthaus, Pennsylvania 16845.
2. Your Petitioner is age 52, married and has three (3) adult children.
3. In 1987, Petitioner was involved in a motor vehicle accident in which she suffered a herniated disc. Petitioner prosecuted a personal injury action against the tortfeasor. She was represented by Attorney James Naddeo.
4. Petitioner settled her claims and as part of the settlement your Petitioner received a structured settlement issued by Consideration Life Insurance Company – Firemen's Insurance Company of Newark, New Jersey, now known as Pacific Life Insurance Company, 700 Newport Center Drive, Newport Beach, California 30339.
5. The structured settlement provides payments to the Petitioner in the amount of \$330.00 per month for life beginning November 1, 1990. Two hundred forty (240) payments are guaranteed.

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

In Re: LINDA MCGONIGAL

:
: NO. 03-226-CJ
:

RULE RETURNABLE

NOW, this 25th day of February, 2003, upon consideration of the Petition to Transfer Structured Settlement, a Rule is hereby issued upon Pacific Life Insurance Company and 321 Henderson Receivables Limited Partnership to Show Cause why the Petition should not be granted.

Rule Returnable on the 1st day of April, 2003, at 3:00 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

FEB 25 2003

William A. Shaw
Prothonotary

COURT ADMINISTRATOR
Clearfield County Courthouse

1 North Second Street
Clearfield, PA 16830
(814) 765-2641

BY THE COURT,

JUDGE

FILED

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01/21/03
FEB 25 2003

Amy Hopkins

William A. Shaw
Prothonotary

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

In Re: LINDA MCGONIGAL :
: Case No. 03-226-CD
:

ORDER

AND NOW, this 7th day of April, 2003, upon consideration of the unopposed petition of Linda McGonigal ("Ms. McGonigal"), it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. The transfer of the structured settlement proceeds (the "Assigned Payments") by Ms. McGonigal to 321 Henderson Receivables Limited Partnership ("Henderson Receivables") 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 Ms. McGonigal or her dependents.
2. Pursuant to §4001 through §4009 of the Pennsylvania Statutes, the Structured Settlement Protection Act, the Court expressly finds that:
 - a. The Proposed Transfer complies with the requirements of the Structured Settlement Protection Act (40 P.S. §§4001-4009) and will not contravene other applicable Federal or State statutes or regulations or any applicable law limiting the transfer of worker's compensation claims as required under 40 P.S. §4003(A)(1).
 - b. Not less than ten days prior to the date on which Ms. McGonigal signed the transfer agreement, Henderson Receivables provided a disclosure statement as required under 40 P.S. §4003(A)(2).
 - c. Ms. McGonigal has established that the Proposed Transfer is in her best interests as required under 40 P.S. §4003(A)(3).

William A. Shaw
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- d. Ms. McGonigal has received or expressly waived in a separate written acknowledgement signed by her, independent legal advice regarding the implications of the Proposed Transfer, including consideration of the tax ramifications of the Proposed Transfer as required under 40 P.S. §4003(A)(4).
- e. Written notice of Henderson Receivables name, address, and taxpayer identification number has been given to the annuity issuer and the structured settlement obligor and a copy of such notice has been filed with the court as required under 40 P.S. §4003(A)(6).
- f. Prior to entering the Purchase Agreement to make the Proposed Transfer, Ms. McGonigal was provided with a written notice regarding consultation with an attorney as required under 40 P.S. §4003(B).

3. The Proposed Transfer is approved. The stipulation attached to this Order (the "Stipulation"), agreed to and signed by Henderson Receivables, Continental Insurance Company ("Continental"), and Ms. McGonigal is approved in its entirety. During the period the structured settlement payment rights are being assigned or encumbered pursuant to the transaction at issue, the designated contingent beneficiary under the Annuity shall be the Estate of Ms. McGonigal. Ms. McGonigal shall submit to Continental a written request to change the designated contingent beneficiary under the Annuity to her estate.

4. Pursuant to the entry of the attached Stipulation, Continental shall direct Pacific Life Insurance Company ("Pacific Life") to forward the Assigned Payments, within 7 days of the date due, to Henderson Receivables at P.O. Box 7780-4244, Philadelphia, PA 19182-4244, by check made payable to 321 Henderson Receivables Limited Partnership or its assigns, as follows:

- a. Ninety-One (91) monthly payments of \$330.00 each, beginning on April 1, 2003 and ending on October 1, 2010.

5. Any remaining Periodic Payments that are not the subject of the Proposed Transfer shall be made payable to Ms. McGonigal and will be forwarded to her home address or any payment address designated by Ms. McGonigal, subject to Continental's consent.

6. Henderson Receivables shall defend, indemnify, and hold harmless Continental, and its 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, from and against any and all liability, including reasonable attorney's fees and costs, for all claims, including but not limited to claims by Ms. McGonigal, her heirs, beneficiaries, and/or contingent beneficiaries, arising out of, related to, or in connection with the Assigned Payments, the Proposed Transfer, or the Stipulation executed in connection with this matter, except with respect to claims to enforce the Stipulation.

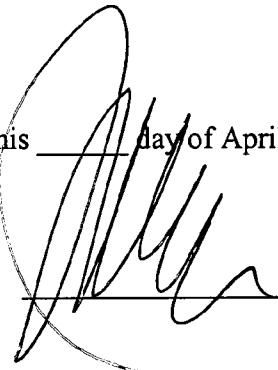
7. Continental's lack of opposition to this matter, or stipulation hereto or compliance herewith, shall not constitute evidence in any other matter, and is not intended to constitute evidence in any other matter that:

- 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;
- b. other transactions entered into by Henderson Receivables and its customers constitute valid sales and/or security interests; or
- c. Continental has waived any right in connection with any other litigation or claims.

8. Henderson Receivables and Ms. McGonigal, for themselves and for their respective directors, shareholders, officers, agents, employees, servants, successors, heirs, beneficiaries, contingent beneficiaries, executors, administrators, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, employees, servants, successors, heirs, beneficiaries, contingent beneficiaries, executors, administrators, and assigns,

past and present (the "Releasors"), hereby remise, release and forever discharge Continental, and its 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 Assigned Payments, the Proposed Transfer, or the 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 the Stipulation.

DONE IN OPEN COURT this _____ day of April, 2003.



JUDGE

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William A. Shaw
Fisher & Shaw

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KBD