

03-360-CD  
SABRINA SHLICHTING

Date: 05/08/2003

**Clearfield County Court of Common Pleas**

User: BANDERSON

Time: 09:55 AM

ROA Report

Page 1 of 1

Case: 2003-00360-CD

Current Judge: John K. Reilly Jr.

IN RE: Sabrina Schlichting

Civil In RE

Date		Judge
03/14/2003	Filing: Petition to Transfer Structured Settlement Paid by: Hopkins, David J. (attorney for Schlichting, Sabrina) Receipt number: 1857072 Dated: 03/14/2003 Amount: \$85.00 (Check) One CC Attorney Hopkins	No Judge ✓
03/20/2003	RULE RETURNABLE, NOW, this 20th day of March, 2003, Rule issued upon Nationwide Insurance Company and 321 Henderson Receivables Limited Partnership. Rule Returnable on the 16th day of May, 2003, at 9:30 p.m. by the Court, s/JKR,JR.,P.J. 1 cc Atty Hopkins	John K. Reilly Jr. ✓

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801  
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

In Re: SABRINA SCHLICHTING

:  
:  
: No. 03-360-CD  
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:  
: Type of Pleading: Petition to Transfer  
: Structured Settlement  
:  
:  
:  
: Filed on behalf of: Sabrina Schlichting  
: 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**

MAR 14 2003

William A. Shaw  
Prothonotary

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

In Re: SABRINA SCHLICHTING : No.  
:

**PETITION TO TRANSFER STRUCTURED SETTLEMENT**

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

1. Petitioner is Sabrina Schlichting whose address is 209 Bradley Avenue,  
Rear Apartment, State College, Pennsylvania 16801.

2. Your Petitioner was involved in a motor vehicle accident in 1997 and  
suffered injuries in the nature of a compound fracture of her humerus, punctured spleen  
and your Petitioner lost the child she was carrying.

3. As a result of the motor vehicle accident, your Petitioner received a  
structured settlement part of which consisted of monthly payments from September 1,  
2003 to June 1, 2009 in the amount of \$313.00 together with a lump sum payment of  
\$10,000.00 due on June 29, 2004 and a \$20,000.00 lump sum payment on June 29, 2009.

4. Petitioner proposes to enter into an agreement with 321 Henderson  
Receivables Limited Partnership whose address is c/o J.G. Wentworth & Company, 40  
Morris Avenue, Bryn Mawr, Pennsylvania 19010 who will purchase the periodic  
payments through 2009 and will further purchase the \$10,000.00 payment due on June  
29, 2004 for a lump sum payment of \$18,500.00.

5. 321 Henderson Receivables Limited Partnership has provided Petitioner, Sabrina Schlichting, 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”.

6. The best interest of Sabrina Schlichting would be served by granting the relief requested herein because Sabrina Schlichting is attempting to remove herself from an abusive relationship and restart her life with her three year old son. Today, Sabrina is a bright twenty three year old individual. Sabrina plans to utilize a portion of the proceeds to further her education at South Hills Business College. The use of the monies for the aforesaid purposes will enhance the quality of life of Sabrina as well as her three year old son and will provide her with an education allowing her to earn sufficient monies for her further support into the future.

7. Sabrina will receive a \$20,000.00 lump sum payment when she reaches the age of thirty (6-29-09).

9. Sabrina does not suffer from further complications from the motor vehicle accident that lead to the structured settlement.

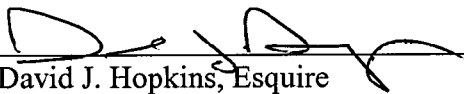
10. Sabrina Schlichting has been represented by her own independent legal counsel regarding the implications of the transfer including consideration of the tax ramifications of the transfer.

11. Sabrina Schlichting will give written notice of the transferee’s name, address and taxpayer identification number to Nationwide Insurance Company and will file a copy of such notice with the Court.

WHEREFORE, Petitioner Sabrina Schlichting respectfully requests this Honorable Court approve and authorize the sale of seventy (70) monthly payments of

\$313.00 and a lump sum payment of \$10,000.00 due June 29, 2004 from Nationwide Insurance Company to 321 Henderson Receivables Limited Partnership. Said payments to begin with September 1, 2003 payment and run through the June 1, 2009 payment. Said \$10,000.00 payment due June 29, 2004. 321 Henderson Receivables Limited Partnership shall pay \$18,500.00 to Sabrina Schlichting for said payments.

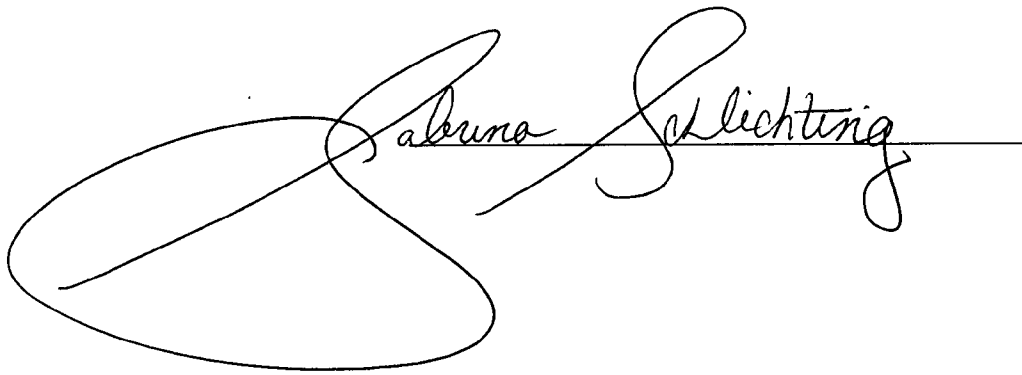
Respectfully submitted,

A handwritten signature in black ink, appearing to read "David J. Hopkins", is written over a horizontal line.

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.

A handwritten signature in cursive script, reading "Sabrina Schlichting", is written over a horizontal line. To the left of the signature is a large, loopy, oval-shaped flourish.



**SCHEDULE 1**

**DATE PROVIDED: February 15, 2003**

**DISCLOSURE STATEMENT**

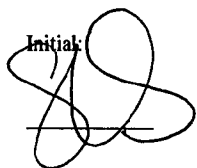
**PLEASE BE ADVISED THAT THE PROPOSED TRANSACTION IS A SALE, NOT A LOAN, AND THAT YOU WILL BE SELLING ALL RIGHTS AND TITLE TO THE ASSIGNED ASSETS ONCE THIS TRANSACTION IS CONSUMMATED. PLEASE BE ADVISED THAT YOU MAY BE SUBJECT TO ADVERSE FEDERAL AND STATE INCOME TAX CONSEQUENCES AS A RESULT OF THE PROPOSED 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) 10 Monthly payments of \$313.00 each, beginning on 09/01/2003 and ending on 06/01/2004 B) 1 payment of \$10,000.00 on 06/29/2004 C) 60 Monthly payments of \$313.00 each, beginning on 07/01/2004 and ending on 06/01/2009**

**THE AGGREGATE AMOUNT OF THE PURCHASED PAYMENTS IS \$31,910.00.**

**THE DISCOUNT PRESENT VALUE OF THE AGGREGATE PAYMENTS AT 4% IS \$28,716.72. THE GROSS AMOUNT PAYABLE TO SELLER IS \$18,500.00. THE NET AMOUNT PAYABLE TO THE SELLER IS \$18,500.00. NO EXPENSES ARE INCURRED BY YOU.**

Initials: 

©2001 321 Henderson Receivables Limited Partnership

**DATE PROVIDED: February 15, 2003**

**THE EFFECTIVE ANNUAL DISCOUNT RATE FOR THIS TRANSACTION IS 24.86%. 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 64.4 %.**

**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 24.86% PER YEAR.**

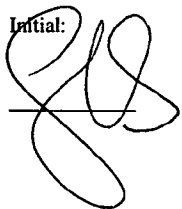
**NOTICE OF CANCELLATION RIGHTS:**

**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 3-31-03 (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:

A handwritten signature in black ink, consisting of a stylized 'H' and 'S' or similar letters, written over a horizontal line.

**SCHEDULE 1, PAGE 3**

**DATE PROVIDED: February 15, 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:**

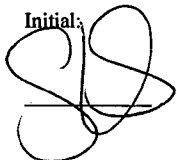
**THE CURRENT VALUE OF THE TRANSFERRED STRUCTURED  
SETTLEMENT PAYMENTS UNDER FEDERAL STANDARDS FOR  
VALUING ANNUITIES.**

**THE APPLICABLE FEDERAL RATE USED IN CALCULATING THE  
DISCOUNTED PRESENT VALUE IS 4%.**

**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:**

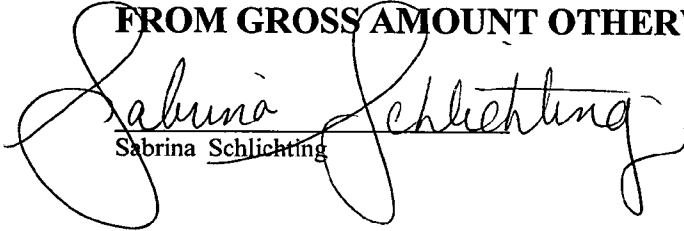
**THE NET AMOUNT THAT YOU WILL RECEIVE FROM US IN  
EXCHANGE FOR YOUR FUTURE STRUCTURED SETTLEMENT  
PAYMENTS REPRESENTS 64.4% OF THE ESTIMATED CURRENT  
VALUE OF THE PAYMENTS BASED UPON THE DISCOUNTED VALUE  
USING THE APPLICABLE FEDERAL RATE.**

Initial: 

**SCHEDULE 1, PAGE 4**

**DATE PROVIDED: February 15, 2003**

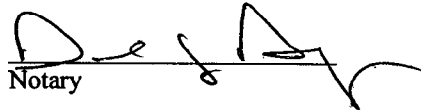
**PLEASE BE ADVISED THERE ARE NO PENALTIES OR LIQUIDATED DAMAGES PAYABLE BY YOU IN THE EVENT OF ANY BREACH OF THE TRANSFER AGREEMENT BY YOU. THERE ARE NO BROKERS COMMISSIONS, SERVICE CHARGES, APPLICATION FEES, PROCESSING FEES, CLOSING COSTS, FILING FEES, ADMINISTRATIVE FEES, LEGAL FEES, NOTARY FEES AND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

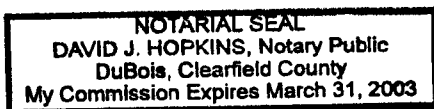
  
Sabrina Schlichting

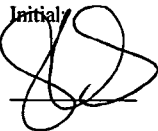
Date Executed: 3-7-03

STATE OF PA  
COUNTY OF Clearfield

On this 7<sup>th</sup> day of March, 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



Initials  


THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801  
VOICE: (814) 375-0300 FAX: (814) 375-5035

GA

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

In Re: SABRINA SHLICHTING

:  
:  
: No. 03-360-CD  
:

**RULE RETURNABLE**

NOW, this 20th day of March, 2003, upon consideration of the Petition to Transfer Structured Settlement, a Rule is hereby issued upon Nationwide Insurance Company and 321 Henderson Receivables Limited Partnership to Show Cause why the Petition should not be granted.

Rule Returnable on the 16 day of May, 2003, at 9:30 o'clock  
A.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.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641

**FILED**

MAR 20 2003

William A. Shaw  
Prothonotary

BY THE COURT,

JUDGE

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

In Re: SABRINA SCHLICHTING

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No. 03-360 C.D.

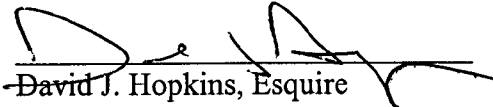
**CERTIFICATE OF SERVICE**

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 Sabrina Shlichting, was forwarding by certified mail, postage prepaid, on the 2nd day of April, 2003, to all counsel of record, addressed as follows:

**BY CERTIFIED MAIL**

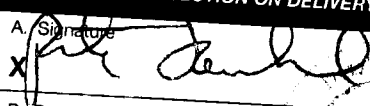
Article Number: 7001 1940 0006 2175 7400  
Nationwide Mutual Insurance  
1800 Westbridge Street  
P.O. Box 8017  
Wasau, WI 54402

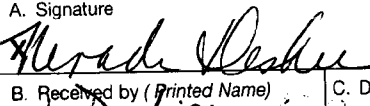
Article Number: 7001 1940 0006 2175 7417  
321 Henderson Receivables Limited Partnership  
c/o J. G. Wentworth & Company  
30 South 15<sup>th</sup> Street, Floor 10  
Philadelphia, PA 19102

  
David J. Hopkins, Esquire  
Attorney for Sabrina Shlichting

FILED

MAY 1 2003  
0 / 9240 / WZ  
WILLIAM A. SHAW 2 CRMS TO HQ  
PROTHONOTARY

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>		<p>A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p> <p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below: _____</p>	
1. Article Addressed to:  Nationwide Mutual Insurance 1800 Westbridge Street P.O. Box 8017 Wasau, WI 54402		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
2. Article Number (Transfer from service label)		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, August 2001		Domestic Return Receipt	
		102595-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>		<p>A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p> <p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below: _____</p>	
1. Article Addressed to:  321 Henderson Receivables Limited c/o J. G. Wentworth & Company 40 Morris Avenue Bryn Mawr, PA 19010		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
2. Article Number (Transfer from service label)		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, August 2001		Domestic Return Receipt	
		102595-02-M-1540	



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

In Re: SABRINA SCHLICHTING

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:  
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No. 03-360 C.D.

FILED

MAY 10 2003  
6/9:40/ing  
William A. Shaw  
Prothonotary

4 C.F.R. TO ATT  
E  
421

ORDER

AND NOW, this 16<sup>th</sup> day of May, 2003, upon consideration of the unopposed petition of Sabrina Schlichting ("Ms. Schlichting"), it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. The transfer of the structured settlement proceeds (the "Assigned Payments") by Ms. Schlichting 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. Schlichting 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. Schlichting signed the transfer agreement, Henderson Receivables provided a disclosure statement as required under 40 P.S. §4003(A)(2).

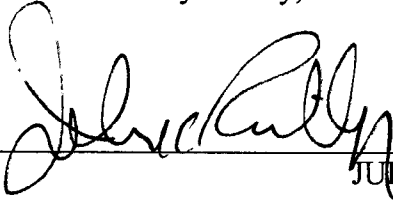
- c. Ms. Schlichting has established that the Proposed Transfer is in her best interests as required under 40 P.S. §4003(A)(3).
  - d. Ms. Schlichting has received or expressly waived in a separate written acknowledgement signed by her, independent legal advice regarding the implications of the Proposed 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. Schlichting was provided with a written notice regarding consultation with an attorney as required under 40 P.S. §4003(B).
3. The Proposed Transfer from Ms. Schlichting to 321 Henderson Receivables Limited Partnership is approved.
4. Any remaining Periodic Payments that are not the subject of the Proposed Transfer shall be made payable to Ms. Schlichting and will be forwarded to her home address or any payment address designated by Ms. Schlichting.
5. Henderson Receivables shall defend, indemnify, and hold harmless Nationwide Mutual Insurance Company, 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. Schlichting, 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.

6. Henderson Receivables and Ms. Schlichting, 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 Metropolitan Life Insurance Company, 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 or the Proposed Transfer, 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 16th day of May, 2003.

  
\_\_\_\_\_  
JUDGE