

03-1604-CD
IN RE: MICHAEL A. CHERCHETT

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

In Re: MICHAEL CHERICHETTI : No. 03-1604 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 Michael Cherichetti, was forwarding by certified mail, postage prepaid, on the 3rd day of November, 2003, to all counsel of record, addressed as follows:

BY CERTIFIED MAIL

Article Number: 7002 2030 0006 3808 5402
Allstate Life Insurance Company
3100 Sanders Road, M3b
Northbrook, IL 60062
Received November 7, 2003

Article Number: 7002 2030 0006 3808 5396
321 Henderson Receivables Limited Partnership
c/o J. G. Wentworth & Company
40 Morris Avenue
Bryn Mawr, PA 19010
Received November 6, 2003



David J. Hopkins, Esquire
Attorney for Michael Cherichetti

FILED

NOV 12 2003

**William A. Shaw
Prothonotary**

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ 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. 		<p>A. Signature</p> <p><i>Alvin Dasher</i></p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) N. Dasher IC 2 NOV 6 2003</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>1. Article Addressed to:</p> <p>321 Henderson Receivables Limited c/o J. G. Wentworth Company 40 Morris Avenue Bryn Mawr, PA 19010</p> <p>2. Article Number (Transfer from service label) 7002 2030 0006 3808 5396</p> <p>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. </p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

SENDER: COMPLETE THIS SECTION		CHRIS SHIELDS, AGT. FOR ALLSTATE INSURANCE CO.	
<p>• <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>• <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.</p> <p>• <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.</p>			
<p>1. Article Addressed to:</p> <p>Allstate Life Insurance Company 3100 Sanders Road, M3b Northbrook, IL 60062</p>		<p>COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature X NOV 07 2003 <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Chris Shields C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <p><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.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7002 2030 0006 3808 5402</p>			

ANSWER A mainly
Vastly nondiscriminatory

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: MICHAEL A. CHERICHETTI

:
: No. 03-1604-CD
:
: Type of Pleading: Petition to Transfer
: Structured Settlement
:
:
: Filed on behalf of: Michael A.
: Cherichetti
:
:
: 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

OCT 28 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

In Re: MICHAEL CHERICHETTI : No.

:

PETITION TO TRANSFER STRUCTURED SETTLEMENT

AND NOW, comes Petitioner, Michael A. Cherichetti, by and through his attorneys, The Hopkins Law Firm, and states as follows:

1. Petitioner is Michael A. Cherichetti whose address is 5 Mocasin Trail, New Castle, Pennsylvania 16105.

2. Petitioner was involved in a personal injury case resulting in a settlement. In 1997, your Petitioner was shot in the left eye by a paintball. The shot damage Petitioner's retina resulting in the loss of eyesight to the point that your Petitioner's eyesight is now 20/800.

3. Petitioner commenced a tort action against the tortfeasor and as a result thereof, entered into a settlement. In the settlement, Petitioner received several thousand dollars at the time of settlement and received a structured settlement issued by Allstate Life Insurance Company, 3100 Sanders Road, M3b, Northbrook, IL 60062.

4. The structured settlement provided for five (5) annual payments. Your Petitioner has already received two (2) payments and three (3) additional payments are due as follows:

- a. \$9,000.00 due April 3, 2006;
- b. \$11,350.00 due on April 3, 2009; and
- c. \$15,000.00 due April 3, 2012.

5. Petitioner proposes to sell the three (3) lump sum payments to 321 Henderson Receivables Limited Partnership whose address is c/o J.G. Wentworth & Company, 40 Morris Avenue, Bryn Mawr, Pennsylvania 19010, for \$15,000.00.

6. 321 Henderson Receivables Limited Partnership has provided Petitioner, Michael A. Cherichetti, 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".

7. The best interest of Michael A. Cherichetti would be served by granting the relief requested herein because Michael A. Cherichetti is a computer programmer whose is in need of the funds to expand his business thereby providing a steady stream of income and future growth.

8. Your Petitioner is twenty-one (21) having a date of birth of April 3, 1982.

9. Petitioner possesses sufficient funds to live on without the structured settlement inasmuch as he is a computer programmer with this own business.

10. Michael A. Cherichetti does not suffer from further complications from the eye injury that lead to the structured settlement. Your Petitioner continues to see his eye surgeon annually. No additional procedures are anticipated inasmuch as your Petitioner has been told there is no surgery that would correct his current condition.

11. Michael A. Cherichetti has been represented by his own independent legal counsel regarding the implications of the transfer, including consideration of the tax ramifications of the transfer.

12. Michael A. Cherichetti has given written notice of the transferee's name, address and taxpayer identification number to Allstate Life Insurance Company and has filed a copy of such notice with the Court;

WHEREFORE, Petitioner respectfully requests this Honorable Court approve and authorize the sale of Michael A. Cherichetti Allstate Life Insurance Company Annuity Contract that will pay him \$9,000.00 due April 3, 2006; \$11,350.00 due on April 3, 2009; and \$15,000.00 due April 3, 2012 to 321 Henderson Receivables Limited Partnership for the sum of \$15,000.00.

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.

Mark A. Vanisheff

12. **Past Actions.** Anything either You or We did or said before this Agreement was signed will not affect Your or Our rights under this Agreement in any way.

13. **Expenses.** Except as otherwise affirmatively set forth in this Agreement, You and We agree that we will each pay our respective costs and expenses in connection with the carrying out of this Agreement.

14. **Headings.** The section and subsection headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

15. **Counterparts.** One or more originals of this Agreement may be signed with Your or Our signature. When put together they will make one agreement and the Agreement will be considered signed by all parties that need to sign. A facsimile signature will be considered an original.

16. **Assignment.** We and anyone to whom We assign this Agreement may assign Our right, title and interest in and to this Agreement, the Annuity and the Assigned Assets without Your approval. You and We agree that if there is an assignment by Us to someone else, We shall not be responsible to You. You must look only to the person or company that We assign this Agreement to for any payment (for example, of the Purchase Price) and performance of this Agreement. When asked by Us or any assignee, You will sign and deliver any such documents as We may require to perform this transaction, as assigned.

17. **Your spouse.** You and Your spouse are fully aware of Your rights in the Assigned Assets. You and Your spouse fully give up those rights. You and Your spouse understand that by selling the Assigned Assets to Us, You and Your spouse are not receiving the same amount of money as You would if You waited for all of the scheduled Payments of the Assigned Assets but, rather, are receiving a discounted value in return for receipt of the Purchase Price immediately. You and Your spouse have valid reasons for selling the Assigned Assets. You and Your spouse fully understand the terms of the Purchase Agreement and understand that the sale of the Assigned Assets is final. You also understand that Your spouse gives up any property right he or she may have in the Assigned Assets that Your spouse could claim because of Your marriage.

18. **Entire Agreement.** This Agreement and the Exhibits and other documents You signed make up the entire understanding and agreement between You and Us about this Agreement. This Agreement replaces all prior agreements, whether written or oral, about this Agreement. This Agreement may not be changed unless in a writing signed by You and Us.

19. **Limitation of Liability of Buyer.** You understand that Our liability to You under this Agreement is strictly limited to the requirement to pay the Purchase Price and under no circumstances will We be responsible for consequential damages.

20. **Court Approval.** You understand that this sale of the structured settlement payments may be required to be approved by an order of a court. You agree to cooperate with us to obtain such court approval.

21. **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

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©2001 321 Henderson Receivables Limited Partnership

EXHIBIT "A"

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) 1 payment of \$9,000.00 on 4/3/2006 B) 1 payment of \$11,350.00 on 4/3/2009 C) 1 payment of \$15,000.00 on 4/3/2012

THE AGGREGATE AMOUNT OF THE PURCHASED PAYMENTS IS \$35,350.00.

THE DISCOUNTED PRESENT VALUE OF THE AGGREGATE PAYMENTS AT 4.2% IS \$27,723.39. THE DISCOUNTED PRESENT VALUE IS THE CALCULATION OF THE CURRENT VALUE OF THE TRANSFERRED STRUCTURED SETTLEMENT PAYMENTS UNDER FEDERAL STANDARDS FOR VALUING ANNUITIES. THE GROSS AMOUNT PAYABLE TO SELLER IS \$15,000.00. THE NET AMOUNT PAYABLE TO THE SELLER IS \$15,000.00. NO EXPENSES ARE INCURRED BY YOU.

THE DISCOUNTED PRESENT VALUE OF PAYMENTS SHALL BE CALCULATED AS FOLLOWS: THE APPLICABLE FEDERAL RATE USED IN CALCULATING THE DISCOUNTED PRESENT VALUE IS 4.2%.

THE EFFECTIVE ANNUAL DISCOUNT RATE FOR THIS TRANSACTION IS 16.64%. 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, LESS THE TOTAL AMOUNT OF COMMISSIONS, FEES, COSTS, EXPENSES

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AND CHARGES PAYABLE BY YOU.

THE NET AMOUNT THAT YOU WILL RECEIVE FROM US IN EXCHANGE FOR YOUR FUTURE STRUCTURED SETTLEMENT PAYMENTS REPRESENTS 54.1% OF THE ESTIMATED CURRENT VALUE OF THE PAYMENTS BASED UPON THE DISCOUNTED VALUE USING THE APPLICABLE FEDERAL RATE.

THE QUOTIENT OBTAINED BY DIVIDING THE NET PAYMENT BY THE DISCOUNTED PRESENT VALUE IS 54.1 %.

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 16.64%% 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 Nov 13 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:

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

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

**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.**

22. Exhibits. Attached to this Purchase Agreement are the following Exhibits:

Exhibit "A" List of What Payments We are Buying.
Exhibit "B" Settlement Agreement.
Exhibit "C" Annuity Contract.

Intending to be legally bound, You and We have signed this Agreement as of the date at the top of the first page of this Agreement.

**321 HENDERSON RECEIVABLES LIMITED
PARTNERSHIP**

By: _____
Vice President-Operations

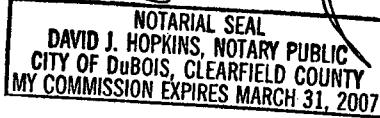
Michael A. Cherichetti
Michael A. Cherichetti

Spouse

Sworn to and subscribed
before me this 23 day of Oct, 2003

Notary

Initial:



MAC

Exhibit A

We are hereby purchasing from You under the Annuity:

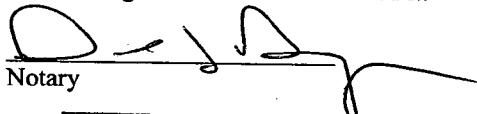
A) 1 payment of \$9,000.00 on 4/3/2006 B) 1 payment of \$11,350.00 on 4/3/2009 C) 1 payment of \$15,000.00 on 4/3/2012

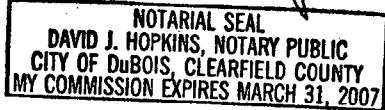
Michael A. Cherichetti

Michael A. Cherichetti

STATE OF PA
COUNTY OF ~~Clearfield~~

On this 23 day of Oct, 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



CA

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

In Re: MICHAEL A. CHERICHETTI :
: No. 03-1604-CD

RULE RETURNABLE

NOW, this 30th day of October, 2003, upon consideration of the Petition to Transfer Structured Settlement, a Rule is hereby issued upon Allstate Life Insurance Company and 321 Henderson Receivables Limited Partnership to Show Cause why the Petition should not be granted.

Rule Returnable on the 20 day of November, 2003, at 9:00 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

BY THE COURT,

JUDGE

FILED

OCT 30 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

In Re: **MICHAEL A. CHERICHETTI**

CIVIL DIVISION

No. 03-1604-CD

ORDER

AND NOW, this 20th day of November, 2003, upon consideration of the unopposed petition of Michael A. Cherichetti (“Mr. Cherichetti”) it is hereby **ORDERED, ADJUDGED, and DECREED**, as follows:

1. This Court has jurisdiction over this matter pursuant to the Pennsylvania Structured Settlement Protection Act, 40 P.S. §§ 4001 *et seq.*
2. The transfer of structured settlement proceeds (the “Assigned Payments”) by Mr. Cherichetti 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 regulations, the order of any court or responsible governmental or administrative authority, or any applicable law limiting the transfer of workers’ compensation claims, and (ii) is in the best interest of Mr. Cherichetti, taking into account the welfare and support of Mr. Cherichetti’s dependents, if any.
3. The Proposed Transfer complies with the requirements of the Structured Settlement Protection Act, 40 P.S. §§ 4001 *et seq.*
4. Not less than ten (10) days prior to the date on which Mr. Cherichetti first incurred any obligation with respect to the Proposed Transfer, Henderson provided to Mr. Cherichetti a disclosure statement in full compliance with 40 P.S. § 4003(2).

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William A. Shaw
Prothonotary/Clerk of Courts

5. Henderson has provided Mr. Cherichetti with a written notice on a separate sheet pursuant to 40 P.S. § 4003(b).

6. Mr. Cherichetti has received or expressly waived, in a separate written acknowledgment signed by Mr. Cherichetti, independent legal advice regarding the implications of the Proposed Transfer, including consideration of the tax ramifications of the Proposed Transfer.

7. Henderson has given timely written notice of its name, address and taxpayer identification number to the annuity issuer, Allstate Life Insurance Company ("Allstate Life"), and the structured settlement obligor, Allstate Settlement Corporation ("Allstate Settlement") (collectively, "Allstate"), and has filed a copy of the notice with the Court.

8. Mr. Cherichetti has timely filed and served on all interested parties, including Allstate, a notice of the Proposed Transfer and the application for its authorization in compliance with the requirements of 40 P.S. § 4004.

9. Pursuant to 40 P.S. § 4003, the Proposed Transfer is approved. During the period the structured settlement payment rights are being assigned or encumbered pursuant to the transaction at issue, the designated contingent beneficiary under annuity contract no. 90303453 (the "Annuity") shall be the Estate of Mr. Cherichetti. However, it is the intention of the parties that the Assigned Payments will be made to Henderson even in the event of Mr. Cherichetti's death.

10. Allstate Life shall forward the Assigned Payments, within 7 days of the date due, by check made payable to 321 Henderson Receivables Limited Partnership, at P.O. Box 7780-4244, Philadelphia, PA 19182-4244, as follows: one lump sum payment of \$9,000.00 due on

April 3, 2006; one lump sum payment of \$11,350.00 due on April 3, 2009; and one lump sum payment of \$15,000.00 due on April 3, 2012.

11. In the event Henderson further assigns the Assigned Payments (or any portion of it) to any person or entity, Allstate Life will not itself be obligated to redirect the Assigned Payments (or any portion of it) to any person or entity other than Henderson.

12. Henderson shall defend, indemnify, and hold harmless Allstate Life, 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.

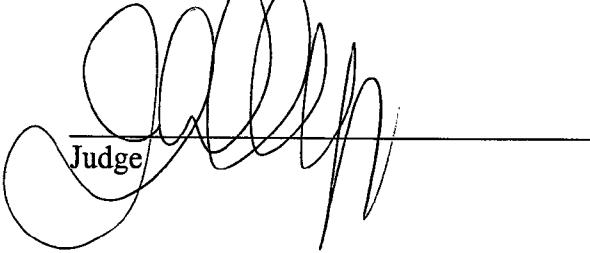
13. Allstate Life's lack of opposition to this matter, or its or Henderson's stipulation hereto or compliance herewith, shall not constitute evidence in this or any other matter, and is not intended to constitute evidence in this or any other matter that:

- 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 secured transactions; or
- c. Allstate Life has waived any right in connection with any other litigation or claims; or
- d. Henderson has waived any right in connection with any other litigation or claims

14. Henderson and Mr. Cherichetti, 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 Life, 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 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 20th day of November 2003.



Judge