

04-1737-CD
IN RE: MELISSA DAVIS

In RE: Melissa Davis
2004-1737-CD

HOPKIN HELTZEL LLP

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: MELISSA DAVIS

:
: No. 2004-1737-C9
:
: Type of Pleading: Petition to Transfer
:
: Structured Settlement
:
:
: Filed on behalf of: Melissa Davis,
:
: Petitioner
:
: HOPKIN HELTZEL LLP
:
: 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 02 2004

o/230/4
William A. Shaw
Prothonotary
2 Cents to Print

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

In Re: MELISSA DAVIS

: No. 2004-1737-cv

: Type of Pleading: Petition to Transfer
Structured Settlement

: Filed on behalf of: Melissa Davis,
Petitioner

: HOPKIN HELTZEL LLP

: 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 02 2004

o/230/4
William A. Shaw
Prothonotary
2 cent to Attm

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

In Re: MELISSA DAVIS :
: :
: No.

PETITION TO TRANSFER STRUCTURED SETTLEMENT

AND NOW, comes Petitioner, Melissa Davis, by and through her attorneys, Hopkins Heltzel LLP, and files the within Petition and in support thereof states as follows:

1. Petitioner is Melissa David whose address is 320 Barnoff Road, DuBois, Pennsylvania 15801.

2. This matter concerns a structured settlement that your Petitioner became entitled to as a result of a wrongful death settlement with US Air when on September 8, 1994, Flight 427 crashed in Aliquippa, Pennsylvania in route from Chicago to Pittsburgh killing his father.

3. As a result of the settlement, Petitioner is entitled to a series of payments until Petitioner reaches the age of thirty five (35).

4. Petitioner is entitled to a payment of \$138,806.85 due on December 1, 2007 from New York Life Insurance Company whose address is 51 Madison Avenue, New York, NY 10010.

5. Petitioner proposes to sell the \$138,806.85 payment to 321 Henderson Receivables Limited Partnership whose address is c/o J.G. Wentworth & Company, 40 Morris Avenue, Bryn Mawr, Pennsylvania 19010 for the sum of \$90,000.00.

WHEREFORE, Petitioner, Melissa Davis, respectfully requests this Honorable Court to approve and authorize the sale of \$138,806.85 of a structured settlement from

~~New York Life Insurance Company due December 1, 2007 to 321 Henderson Receivables~~

6. 321 Henderson Receivables Limited Partnership has provided Petitioner, Melvin L. Henry, 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".

7. The best interest of your Petitioner will be served by granting the relief requested herein because your Petitioner will utilize the funds to pay off existing debt that will allow Petitioner greater cash flow for her family. Increased cash flow will improve the quality of Petitioner's life together with the life of Petitioner's family.

8. Petitioner has other income available to her. She is employed by the Courier Express.

9. Your Petitioner is not under any obligation to pay child support anywhere in the United States.

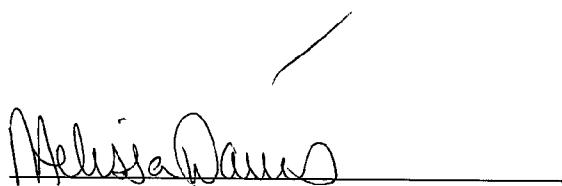
10. Petitioner will continue to own future payments from New York Life Insurance Company.

11. Petitioner will give written notice of the transferee's name, address and taxpayer identification number to New York Life Insurance Company and will file a copy of such notice with the Court.

12. Petitioner has received a certification as to fees and expenses for the preparation and filing of this Petition.

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 black ink, appearing to read "Melissa Davis", is written over a horizontal line. There is a small, slanted mark above the line to the right of the signature.

SCHEDULE 1

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) 1 payment of \$138,806.85 on 12/1/2007

THE AGGREGATE AMOUNT OF THE PURCHASED PAYMENTS IS \$138,806.85.

THE DISCOUNTED PRESENT VALUE OF THE AGGREGATE PAYMENTS AT 4.6% IS \$120,669.88. 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 \$90,000.00.

THE FOLLOWING EXPENSES ARE INCURRED BY THE SELLER (YOU) AND WILL BE DEDUCTED FROM THE PURCHASE PRICE:

COMPLIANCE AND ADMINISTRATIVE FEE: \$0.00

THE NET AMOUNT PAYABLE TO THE SELLER(YOU) IS \$90,000.00. NO OTHER 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 4.6%.

THE EFFECTIVE ANNUAL DISCOUNT RATE FOR THIS TRANSACTION IS 14.93%. 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 AND CHARGES PAYABLE BY YOU.

THE NET AMOUNT THAT YOU WILL RECEIVE FROM US IN EXCHANGE FOR YOUR FUTURE STRUCTURED SETTLEMENT PAYMENTS REPRESENTS 74.6% 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 74.6 %.

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 14.93% PER YEAR. THE NET AMOUNT PAID TO YOU (THE PAYEE) BY US (THE TRANSFEREE) REPRESENTS AN ESTIMATE OF THE FAIR MARKET VALUE OF THE FUTURE PERIODIC PAYMENTS TRANSFERRED UNDER THE STRUCTURED SETTLEMENT AGREEMENT.

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:

**321 HENDERSON RECEIVABLES LIMITED PARTNERSHIP
2215-B RENAISSANCE DRIVE
SUITE 5
LAS VEGAS, NV 89119
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 OTHER THAN THE COMPLIANCE AND ADMINISTRATIVE FEE.

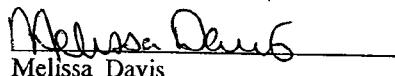
IF YOU BELIEVE YOU WERE TREATED UNFAIRLY OR WERE MISLED AS TO THE NATURE OF THE OBLIGATIONS YOU ASSUMED UPON ENTERING INTO THIS AGREEMENT, YOU SHOULD REPORT THOSE CIRCUMSTANCES TO YOUR LOCAL DISTRICT ATTORNEY OR THE OFFICE OF THE ATTORNEY GENERAL.

THE EFFECTIVE DATE OF THE TRANSFER AGREEMENT SHALL BE DEEMED TO BE THE DATE THAT THE AGREEMENT WAS SIGNED BY THE YOU (PAYEE).

PLEASE BE ADVISED THAT PAYMENT TO YOU PURSUANT TO THE TRANSFER AGREEMENT IS CONTINGENT UPON COURT APPROVAL OF THE TRANSFER AGREEMENT.

PLEASE BE ADVISED THAT PAYMENT TO YOU WILL BE DELAYED UP TO 30 DAYS OR MORE IN ORDER FOR THE COURT TO REVIEW AND APPROVE THE TRANSFER AGREEMENT.

BY SIGNING BELOW YOU ARE CONFIRMING RECEIPT OF THIS DISCLOSURE AT LEAST 10 DAYS PRIOR TO RECEIPT OF THIS CONTRACT.


Melissa Davis

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

In Re: MELISSA DAVIS :
: No.
:

CERTIFICATE OF LEGAL FEES AND EXPENSES

Legal fee	\$ 750.00
Prothonotary fee	85.00
Certified mailing fees	14.64
Wiring fee	20.00
Long distance phone calls	10.00
 Total Expenses	 \$ 879.64
Structured Settlement Proceeds	\$90,000.00
Less Expenses	
 Net Proceeds	 \$89,120.36

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Melissa Davis

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

In Re: MELISSA DAVIS

:
:
: No. 2004-1737-CO

SCHEDULING ORDER

NOW, this 3rd day of November 2004, upon consideration of the Petition to Transfer Structured Settlement; a hearing to consider Petitioner's request is scheduled on the 10 day of December, 2004, at 2:30 o'clock P.M. in Courtroom No. 1 of the Clearfield County Courthouse, 203 E. Market Street, Clearfield, Pennsylvania.

NOTICE

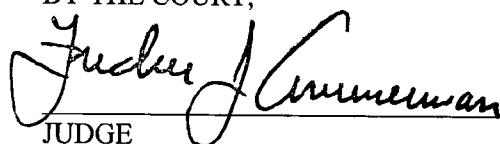
A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE 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
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641 (ext. 5982)

FILED
01/21/05
NOV 03 2004 E6K
William A. Shaw
Prothonotary/Clerk of Courts
2 LENT TO ATTY

BY THE COURT,


JUDGE

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

In Re: MELISSA DAVIS

: No. 2004-1737-C.D.

: Type of Pleading: Amended Petition to
Transfer Structured Settlement

: Filed on behalf of: Melissa Davis,
Petitioner

: HOPKIN HELTZEL LLP

: 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 *cc* *Atty Hopkins*
11/9/2004 *Atty Heitzel*
NOV 16 2004

BS
William A. Shaw
Prothonotary/Clerk of Courts

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

In Re: MELISSA DAVIS :

: No.

AMENDED PETITION TO TRANSFER STRUCTURED SETTLEMENT

AND NOW, comes Petitioner, Melissa Davis, by and through her attorneys, Hopkins Heltzel LLP, and files the within Amended Petition and amends the Petition to Transfer Structured Settlement as follows:

1. Petitioner is Melissa Davis whose address is 320 Barnoff Road, DuBois, Pennsylvania 15801.

2. This matter concerns a structured settlement that your Petitioner became entitled to as a result of a wrongful death settlement with US Air when on September 8, 1994, Flight 427 crashed in Aliquippa, Pennsylvania in route from Chicago to Pittsburgh killing her father.

3. As a result of the settlement, Petitioner is entitled to a series of payments until Petitioner reaches the age of thirty five (35).

4. Petitioner is entitled to a payment of \$138,806.85 due on December 1, 2007 from New York Life Insurance Company whose address is 51 Madison Avenue, New York, NY 10010.

5. Petitioner proposes to sell the \$138,806.85 payment to 321 Henderson Receivables Limited Partnership whose address is c/o J.G. Wentworth & Company, 40 Morris Avenue, Bryn Mawr, Pennsylvania 19010 for the sum of \$90,000.00.

6. 321 Henderson Receivables Limited Partnership has provided Petitioner, Melissa Davis, 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 your Petitioner will be served by granting the relief requested herein because your Petitioner will utilize the funds to pay off existing debt that will allow Petitioner greater cash flow for her family. Increased cash flow will improve the quality of Petitioner's life together with the life of Petitioner's family.

8. Petitioner has other income available to her. She is employed by the Courier Express.

9. Your Petitioner is not under any obligation to pay child support anywhere in the United States.

10. Petitioner will continue to own future payments from New York Life Insurance Company.

11. Petitioner will give written notice of the transferee's name, address and taxpayer identification number to New York Life Insurance Company and will file a copy of such notice with the Court.

12. Petitioner has received a certification as to fees and expenses for the preparation and filing of this Petition.

WHEREFORE, Petitioner, Melissa Davis, respectfully requests this Honorable Court to approve and authorize the sale of \$138,806.85 of a structured settlement from New York Life Insurance Company due December 1, 2007 to 321 Henderson Receivables Limited Partnership for the sum of \$90,000.00.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Petitioner

SCHEDULE 1

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) 1 payment of \$138,806.85 on 12/1/2007

THE AGGREGATE AMOUNT OF THE PURCHASED PAYMENTS IS \$138,806.85.

THE DISCOUNTED PRESENT VALUE OF THE AGGREGATE PAYMENTS AT 4.6% IS \$120,669.88. 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 \$90,000.00.

THE FOLLOWING EXPENSES ARE INCURRED BY THE SELLER (YOU) AND WILL BE DEDUCTED FROM THE PURCHASE PRICE:

COMPLIANCE AND ADMINISTRATIVE FEE: \$0.00

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THE EFFECTIVE ANNUAL DISCOUNT RATE FOR THIS TRANSACTION IS 14.93%. 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 AND CHARGES PAYABLE BY YOU.

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SCHEDULE 1, PAGE 3

NOTICE OF CANCELLATION RIGHTS:

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REQUESTED, AND TO KEEP A PHOTOCOPY OF THE SIGNED FORM AND YOUR POST OFFICE RECEIPT. ADDRESS TO WHICH CANCELLATION IS TO BE RETURNED:

**321 HENDERSON RECEIVABLES LIMITED PARTNERSHIP
2215-B RENAISSANCE DRIVE
SUITE 5
LAS VEGAS, NV 89119
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.

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BY SIGNING BELOW YOU ARE CONFIRMING RECEIPT OF THIS DISCLOSURE AT LEAST 10 DAYS PRIOR TO RECEIPT OF THIS CONTRACT.


Melissa Davis

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

In Re: MELISSA DAVIS

:

:

: No. 2004-1737-C.D.

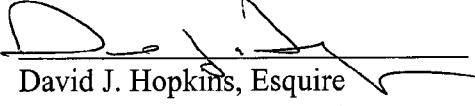
CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Amended Petition to Transfer Structured Settlement, filed on behalf of Melissa Davis, was forwarded by United States Mail, postage prepaid, on November 15, 2004, to all counsel of record, addressed as follows:

New York Life Insurance Company
Attn: Legal Dept/Structured Settlements
51 Madison Avenue
New York, NY 10010

New York Life Insurance and Annuity Corporation
Attn: Legal Dept/Structured Settlements
51 Madison Avenue
New York, NY 10010

321 Henderson Receivables Limited Partnership
c/o J. G. Wentworth & Company
40 Morris Avenue
Bryn Mawr, PA 19010


David J. Hopkins, Esquire
Attorney for Melissa Davis

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

In Re: MELISSA DAVIS

:
: No. 2004-1737 C.D.

SCHEDULING ORDER

NOW, this 18 day of November 2004, upon consideration of the Amended Petition to Transfer Structured Settlement; a hearing to consider Petitioner's request is scheduled on the 10th day of December, 2004, at 2:30 o'clock P.M. in Courtroom No. 1 of the Clearfield County Courthouse, 203 E. Market Street, 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.

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COURT ADMINISTRATOR
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641 (ext. 5982)

FILED *egk*
10/19/2004 *2cc*
NOV 19 2004 *Adly Hopkins*

William A. Shaw
Prothonotary/Clerk of Courts

BY THE COURT,

Judith A. Krumm
JUDGE



The Company You Keep®

New York Life Insurance Company
51 Madison Avenue, New York, NY 10010
(212) 576-5070 Fax: (212) 576-8339
E-mail : Amy_B_Ashkenas@newyorklife.com
www.newyorklife.com

Amy B. Ashkenas
Legal Services Consultant

December 2, 2004

VIA FIRST CLASS MAIL & FACSIMILE: (814) 375-5035

David J. Hopkins, Esq.
Hopkins Heltzel LLP
900 Beaver Drive
DuBois, PA 15801

RECEIVED
PROTHONOTARY'S OFFICE
12/16/04
WILLIAM A. SHAW
PROTHONOTARY/CLERK OF COURTS

Re: *In re: Melissa Davis*
Petition to Transfer Structured Settlement
No.: 2004-1737-CD
Melissa Davis ("Payee")
Structured Settlement FP 203 699

04-1737-CD

Dear Mr. Hopkins:

New York Life Insurance Company and New York Life Insurance and Annuity Corporation (collectively, "New York Life") are responding to your Petition to Transfer Structured Settlement by and between Melissa Davis and 321 Henderson Receivables Limited Partnership, which is scheduled for hearing in the Civil Division of the Court of Common Pleas of Clearfield County, Pennsylvania on December 10, 2004. You are seeking the transfer of a certain structured settlement payment from the above referenced Payee to 321 Henderson Receivables Limited Partnership as follows:

- one lump sum payment of \$138,806.85 due on or about December 1, 2007.

Please be advised that New York Life neither supports nor plans to oppose your Petition.

Please forward copies of any court orders or instructions related to this Petition to my attention for prompt handling.

If you have any questions, you may contact me at (212) 576-5070.

Very truly yours,

Amy B. Ashkenas

cc: Clerk of the Court
Clearfield County Courthouse
203 E. Market Street
Clearfield, PA 16830

Melissa Davis
320 Barnoff Road
DuBois, PA 15801

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

In Re: MELISSA DAVIS

:
:
: No. 2004-1737-C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Petition to Transfer Structured Settlement together with scheduling Order of November 3, 2004, filed on behalf of Melissa Davis, was forwarded by certified mail, postage prepaid, on the 8th day of November, 2004, addressed as follows:

BY CERTIFIED MAIL

Article Number: 7002 3150 0006 5001 2844

New York Life Insurance Company
Attn: Legal Dept/Structured Settlements
51 Madison Avenue
New York, NY 10010

Article Number: 7003 2260 0001 2038 4127

New York Life Insurance and Annuity Corporation
Attn: Legal Dept/Structured Settlements
51 Madison Avenue
New York, NY 10010

Article Number: 7003 2260 0001 2038 4103

321 Henderson Receivables Limited Partnership
c/o J. G. Wentworth & Company
40 Morris Avenue
Bryn Mawr, PA 19010


David J. Hopkins, Esquire
Attorney for Melissa Davis

FILED
10 9.00 BA NOCL
DEC 07 2004

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:

New York Life Insurance and
Annuity Corporation
Attn: Legal Dept./Structured Settlement
51 Madison Avenue
New York, NY 10010

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

Agent
 Addressee

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

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

*NOV 11 2004***3. Service Type**

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number

(Transfer from service label)

7003 2260 0001 2038 4127

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

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:

New York Life Insurance Company
Attn: Legal Dept/Structured Settlement
51 Madison Avenue
New York, NY 10010

COMPLETE THIS SECTION ON DELIVERY**A. Signature***X. J. Z.*

Agent
 Addressee

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

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Certified Mail *NOV 12 2004* Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number

(Transfer from service label)

7002 3150 0006 5001 2844

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

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
40 Morris Avenue
Bryn Mawr, PA 19010

COMPLETE THIS SECTION ON DELIVERY**A. Signature***X. J. G. Wentworth & Company*

Agent
 Addressee

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

Partnership

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number

(Transfer from service label)

7003 2260 0001 2038 4103

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: MELISSA DAVIS

:
:
: No. 2004-1737-C.D.
:
:

EGK
FILED *acc*
03:18 AM Atty
DEC 10 2004 *lave*
William A. Shaw *harkins*
Prothonotary/Clerk of Courts

ORDER

AND NOW, this 10th day of December, 2004, upon consideration of the unopposed petition of Melissa Davis ("Ms. Davis"), it is hereby ORDERED, ADJUDGED, and DECREED as follows:

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

- c. Ms. Davis has established that the Proposed Transfer is in her best interests as required under 40 P.S. §4003(A)(3).
- d. Ms. Davis 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. Davis was provided with a written notice regarding consultation with an attorney as required under 40 P.S. §4003(B).
- g. Prior to entering into the Purchase Agreement to make the proposed transfer, Ms. Davis was provided with a Statement of Fees and Expenses from Hopkins Heltzel LLP.

3. The Proposed Transfer from Ms. Davis to 321 Henderson Receivables Limited Partnership is approved. Melissa Davis is authorized to sell to 321 Henderson Receivables Limited Partnership the December 1, 2007 payment of \$138,806.85 she is scheduled to receive from New York Life Insurance Company for the sum of \$90,000.00.

4. Any remaining Periodic Payments that are not the subject of the Proposed Transfer shall be made payable to Ms. Davis and will be forwarded to her home address or any payment address designated by Ms. Davis.

5. Henderson Receivables shall defend, indemnify, and hold harmless New York 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, 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. Davis, 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. Davis, 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 New York 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 10th day of December, 2004.



A handwritten signature in black ink, appearing to read "John J. Ammendue". Below the signature, the word "JUDGE" is printed in capital letters.

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

In Re: MELISSA DAVIS

: No. 2004-1737-C.D.

: Type of Pleading: Petition to
Transfer Structured Settlement

: Filed on behalf of: Melissa Davis,
Petitioner

: HOPKINS HELTZEL LLP

: 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 2cc
01/10/2006 Atty Hopkins
FEB 03 2006
GX

William A. Shaw
Prothonotary/Clerk of Courts

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

In Re: MELISSA DAVIS

No. 2004-1737 C.D.

PETITION TO TRANSFER STRUCTURED SETTLEMENT

AND NOW, comes Petitioner, Melissa Davis, by and through her attorneys, Hopkins Heltzel LLP, and files the within Petition to Transfer Structured Settlement as follows:

1. Petitioner is Melissa Davis whose address is 320 Barnoff Road, DuBois, Pennsylvania 15801.
2. This matter concerns a structured settlement that your Petitioner owns as a result of a wrongful death settlement with US Air when on September 8, 1994, Flight 427 crashed in Aliquippa, Pennsylvania in route from Chicago to Pittsburgh killing her father.
3. As a result of the settlement, Petitioner is entitled to a payment of \$195,743.33 when Petitioner reaches the age of thirty five (35).
4. Petitioner is entitled to a payment of \$195,743.33 due on December 1, 2012 from New York Life Insurance Company whose address is 51 Madison Avenue, New York, NY 10010.
5. Petitioner proposes to sell the \$195,743.33 payment to 321 Henderson Receivables Limited Partnership whose address is c/o J.G. Wentworth & Company, 40 Morris Avenue, Bryn Mawr, Pennsylvania 19010 for the sum of \$95,436.00.

6. 321 Henderson Receivables Limited Partnership has provided Petitioner, Melissa Davis, with a Disclosure Statement pursuant to 40 P.S. §4003(a)(2), (a)(4) and (b). The Disclosure Statement is attached as Exhibit "A".

7. The best interest of your Petitioner will be served by granting the relief requested herein because your Petitioner has developed heart problems identified as SVT (Super Ventricular Tactorahdra) for which she is receiving treating and requires medication. Petitioner does not have health insurance and needs money for her continued treatment. Petitioner will also utilize the funds to pay off existing debt following a divorce that will allow Petitioner greater cash flow for her family. Increased cash flow will improve the quality of Petitioner's life together with the life of Petitioner's children.

8. Your Petitioner is not under any obligation to pay child support anywhere in the United States.

9. Petitioner will give written notice of the transferee's name, address and taxpayer identification number to New York Life Insurance Company and will file a copy of such notice with the Court.

10. Petitioner has received a certification as to fees and expenses for the preparation and filing of this Petition. The certification is set forth on Exhibit "B".

11. Counsel for the Petitioner has explained to the Petitioner that under the current interpretation of the Internal Revenue Code, Petitioner's proposed sale is not a taxable event.

WHEREFORE, Petitioner, Melissa Davis, respectfully requests this Honorable Court to approve and authorize her sale of \$195,743.33 of a structured settlement from New York Life Insurance Company due December 1, 2012 to 321 Henderson Receivables Limited Partnership for the sum of \$95,436.00.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Petitioner

SCHEDULE 1
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) 1 payment of \$195,743.33 on 12/1/2012

THE AGGREGATE AMOUNT OF THE PURCHASED PAYMENTS IS \$195,743.33.

THE DISCOUNTED PRESENT VALUE OF THE AGGREGATE PAYMENTS AT 5.40% IS \$136,531.65. 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 \$95,936.00.

THE FOLLOWING EXPENSES ARE INCURRED BY THE SELLER (YOU) AND WILL BE DEDUCTED FROM THE PURCHASE PRICE:

COMPLIANCE AND ADMINISTRATIVE FEE: \$500.00

FILING AND RELATED EXPENSES FEE: \$0.00

THE NET AMOUNT PAYABLE TO THE SELLER(YOU) IS \$95,436.00. NO OTHER EXPENSES ARE INCURRED BY YOU.

SCHEDULE 1, PAGE 2

THE DISCOUNTED PRESENT VALUE OF PAYMENTS SHALL BE CALCULATED AS FOLLOWS: THE APPLICABLE FEDERAL RATE USED IN CALCULATING THE DISCOUNTED PRESENT VALUE IS 5.40%.

THE EFFECTIVE ANNUAL DISCOUNT RATE FOR THIS TRANSACTION IS 11.06%. 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 AND CHARGES PAYABLE BY YOU.

THE NET AMOUNT THAT YOU WILL RECEIVE FROM US IN EXCHANGE FOR YOUR FUTURE STRUCTURED SETTLEMENT PAYMENTS REPRESENTS 69.90% 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 69.90%.

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 11.06% PER YEAR. THE NET AMOUNT PAID TO YOU (THE PAYEE) BY US (THE TRANSFeree) REPRESENTS AN ESTIMATE OF THE FAIR MARKET VALUE OF THE FUTURE PERIODIC PAYMENTS TRANSFERRED UNDER THE STRUCTURED SETTLEMENT AGREEMENT.

SCHEDULE 1, PAGE 3**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 5-18-06 (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:

**321 HENDERSON RECEIVABLES LIMITED PARTNERSHIP
2215-B RENAISSANCE DRIVE
SUITE 5
LAS VEGAS, NV 89119
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.

SCHEDULE 1, PAGE 4

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 OTHER THAN THE COMPLIANCE AND ADMINISTRATIVE FEE AND THE FILING AND RELATED EXPENSES FEE.

IF YOU BELIEVE YOU WERE TREATED UNFAIRLY OR WERE MISLED AS TO THE NATURE OF THE OBLIGATIONS YOU ASSUMED UPON ENTERING INTO THIS AGREEMENT, YOU SHOULD REPORT THOSE CIRCUMSTANCES TO YOUR LOCAL DISTRICT ATTORNEY OR THE OFFICE OF THE ATTORNEY GENERAL.

THE EFFECTIVE DATE OF THE TRANSFER AGREEMENT SHALL BE DEEMED TO BE THE DATE THAT THE AGREEMENT WAS SIGNED BY THE YOU (PAYEE).

PLEASE BE ADVISED THAT PAYMENT TO YOU PURSUANT TO THE TRANSFER AGREEMENT IS CONTINGENT UPON COURT APPROVAL OF THE TRANSFER AGREEMENT.

PLEASE BE ADVISED THAT PAYMENT TO YOU WILL BE DELAYED UP TO 30 DAYS OR MORE IN ORDER FOR THE COURT TO REVIEW AND APPROVE THE TRANSFER AGREEMENT.

BY SIGNING BELOW YOU ARE CONFIRMING RECEIPT OF THIS DISCLOSURE AT LEAST 10 DAYS PRIOR TO RECEIPT OF THIS CONTRACT.

Melissa Davis
Melissa Davis



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

In Re: MELISSA DAVIS :
: No. 2004-1737 C.D.
:

CERTIFICATE OF LEGAL FEES AND EXPENSES

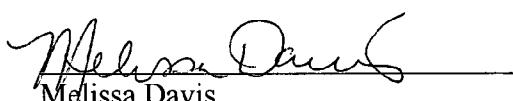
Legal fee	\$ 850.00
Certified mailing fees	14.64
Wiring fee	20.00
Long distance phone calls	<u>15.00</u>
 Total Expenses	 \$ 899.64
 Structured Settlement Proceeds	 \$95,436.00
Less Expenses	<u>899.64</u>
 Net Proceeds	 \$94,536.36

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Melissa Davis

I acknowledge receipt of this Certification
of Fees and Expenses.



Melissa Davis

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.

01-27-06

Melissa Davis
Melissa Davis

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

In Re: MELISSA DAVIS

:
:
: No. 2004-1737-C.D.

FILED 2 cc
02:50 AM Atty
FEB 06 2006 Hopkins
William A. Shaw
Prothonotary/Clerk of Courts
CK

ORDER

AND NOW, this 6th day of February, 2006, upon consideration of
the foregoing petition, it is hereby ordered that:

1. A rule is used upon the Respondent to show cause why the Petitioner is not entitled to the relief requested;
2. The Respondent shall file an answer to the Petition within twenty (20) days of service upon the Respondent;
3. A hearing to consider Petitioner's request is scheduled on the 15th day of March, 2006, at 2:30 o'clock P M. in Courtroom No. 1 of the Clearfield County Courthouse, 230 E. Market Street, Clearfield, Pennsylvania.
4. The Petition shall be decided under Pa.R.C.P. No. 206.7.
5. Notice of the entry of this Order shall be provided to all parties by the Petitioner.

NOTICE

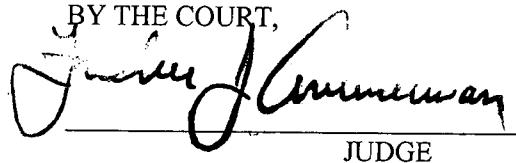
A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE MATTERS SET FORTH IN THE FOLLOWING PETITION, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE AN ANSWER IN WRITING WITH THE PROTHONOTARY SETTING FORTH YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU AND SERVE A COPY OF THE ATTORNEY OR PERSON FILING THE PETITION. 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 THE RELIEF

REQUESTED BY THE PETITIONER. 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
230 East Market Streets
Clearfield, PA 16830
(814) 765-2641

BY THE COURT,



JUDGE

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

In Re: MELISSA DAVIS

:
: No. 2004-1737-C.D.

CA
FILED
01/08/2006
FEB 08 2006

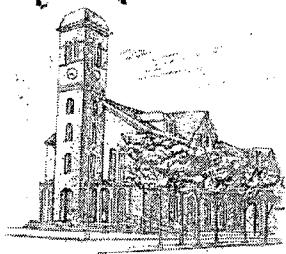
AMENDED ORDER

AND NOW, this 8 day of February, 2006, upon consideration of ICC Atty Hopkins,
the foregoing petition, it is hereby ordered that:

1. A rule is issued upon the Respondent to show cause why the Petitioner is not entitled to the relief requested;
2. The Respondent shall file an answer to the Petition within twenty (20) days of service upon the Respondent;
3. A hearing to consider Petitioner's request is scheduled on the 27th day of March, 2006, at 9:30 o'clock A M. in Courtroom No. 1 of the Clearfield County Courthouse, 230 E. Market Street, Clearfield, Pennsylvania.
4. The Petition shall be decided under Pa.R.C.P. No. 206.7.
5. Notice of the entry of this Order shall be provided to all parties by the Petitioner.

NOTICE

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE MATTERS SET FORTH IN THE FOLLOWING PETITION, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE AN ANSWER IN WRITING WITH THE PROTHONOTARY SETTING FORTH YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU AND SERVE A COPY OF THE ATTORNEY OR PERSON FILING THE PETITION. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 218/06

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

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

In Re: MELISSA DAVIS

: No. 2004-1737 C.D.

:

NOTICE OF PROPOSED TRANSFER
OF STRUCTURED SETTLEMENT PAYMENT

Please be advised that Melissa Davis has petitioned the Court of Common Pleas of Clearfield County to transfer a structured settlement. Pursuant to 40 P.S. §4004 of the Pennsylvania Statutes:

1. The Petition of Melissa Davis to transfer structured settlement filed to Court Docket No. 2004-1737 C.D. is attached;
2. Attached hereto is a copy of the Transfer (Purchase) Agreement;
3. Attached hereto is a copy of the Disclosure Statement;
4. Be advised that the transferee, the structured settlement obligor or the annuity insurer is entitled to support, oppose or otherwise respond to the petition, either in person or by counsel, by submitting written comments to the court or by participation in the hearing scheduled for March 27, 2006 at 9:30 a.m. in Courtroom No. 1 at the Clearfield County Courthouse, Clearfield, Pennsylvania.


David J. Hopkins, Esquire
Attorney for Melissa Davis

FILED
02/28/06
FEB 28 2006
[Handwritten signature]

William A. Shaw
Prothonotary/Clerk of Courts

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

In Re: MELISSA DAVIS :
: :
: : No. 2004-1737-C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Notice of Proposed Transfer of Structured Settlement Payment, Petition to Transfer Structured Settlement and Amended Order dated February 8, 2006, filed on behalf of Melissa Davis, was forwarded by United States Mail, postage prepaid, on February 14, 2006, to all counsel of record, addressed as follows:

New York Life Insurance Company
Attn: Legal Dept/Structured Settlements
51 Madison Avenue
New York, NY 10010

New York Life Insurance and Annuity Corporation
Attn: Legal Dept/Structured Settlements
51 Madison Avenue
New York, NY 10010

321 Henderson Receivables Limited Partnership
c/o J. G. Wentworth & Company
40 Morris Avenue
Bryn Mawr, PA 19010

FILED
19:55 AM
MAR 27 2006
William A. Shaw
Prothonotary/Clerk of Courts

David J. Hopkins, Esquire
Attorney for Melissa Davis

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:

New York Life Insurance Co.
Attn: Legal Dept./Structured Settlements
51 Madison Avenue
New York, NY 10010

2. Article Number

(Transfer from service label)

7004 2890 0001 4137 5337

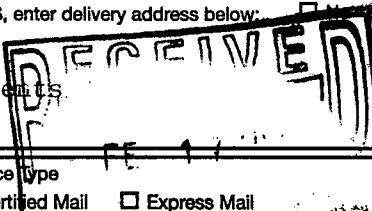
COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X

Agent
 Addressee

B. Received by (Printed Name)**C. Date of Delivery****D. Is delivery address different from item 1? Yes**

If YES, enter delivery address below: No

**3. Service Type**

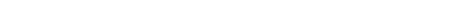
Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insurance ~~Priority Mail~~

4. Restricted Delivery? (Extra Fee) Yes



- Sender: Please print your name, address, and ZIP+4 in this box •

Hopkins Holzel LLP
900 Beaver Drive
DuBois, PA 15801

24.0012 

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:

New York Life Insurance and
Annuity Corporation
Attn: Legal Dept./Structured Settlement
51 Madison Avenue
New York, NY 10010

**2. Article Number
(Transfer from service label)**

7004 0750 0000 8599 7014

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

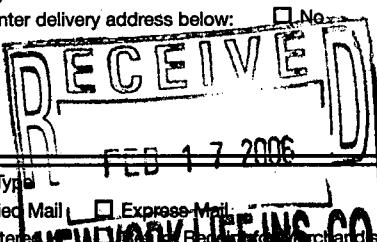
X

J L

Agent
 Addressee

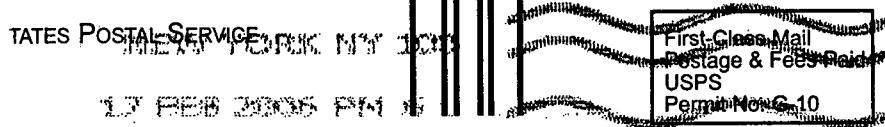
B. Received by (Printed Name)**C. Date of Delivery**

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

**3. Service Type**

Certified Mail Express Mail
 Registered Mail Return Receipt for Merchandise
 Insured Mail

4. Restricted Delivery? (Extra Fee) Yes



• Sender: Please print your name, address, and ZIP+4 in this box •

Hopkins Heltzel LLP
900 Beaver Drive
DuBois, PA 15801

24 2012

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
Partnership
c/o J. G. Wentworth & Company
40 Morris Avenue
Bryn Mawr, PA 19010

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

X *Rebecca Fitzgerald* Agent Addressee

B. Received by (Printed Name)

Rebecca Fitzgerald

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

If YES, enter delivery address below: No

3. Service type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes**2. Article Number**

(Transfer from service label)

7004 0750 0000 8599 6963



UNITED STATES POSTAL SERVICE



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DuBois, PA 15801



FILED
019:57 AM
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(will serve)
6K

William A. Shaw
Prothonotary/Clerk of Courts

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

In Re: MELISSA DAVIS

:
:
: No. 2004-1737-C.D.
:

ORDER

AND NOW, this 27th day of March, 2006, upon consideration of the unopposed petition of Melissa Davis ("Ms. Davis"), it is hereby ORDERED, ADJUDGED, and DECREED as follows:

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

- c. Ms. Davis has established that the Proposed Transfer is in her best interests as required under 40 P.S. §4003(A)(3).
- d. Ms. Davis 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. Davis was provided with a written notice regarding consultation with an attorney as required under 40 P.S. §4003(B).
- g. Prior to entering into the Purchase Agreement to make the proposed transfer, Ms. Davis was provided with a Statement of Fees and Expenses from Hopkins Heltzel LLP.

3. The Proposed Transfer from Ms. Davis to 321 Henderson Receivables Limited Partnership is approved. Melissa Davis is authorized to sell to 321 Henderson Receivables Limited Partnership the December 1, 2012 payment of \$195,743.33 she is scheduled to receive from New York Life Insurance Company for the sum of \$95,436.00.

4. Any remaining Periodic Payments that are not the subject of the Proposed Transfer shall be made payable to Ms. Davis and will be forwarded to her home address or any payment address designated by Ms. Davis.

5. Henderson Receivables shall defend, indemnify, and hold harmless New York 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, from and against any and all liability, including

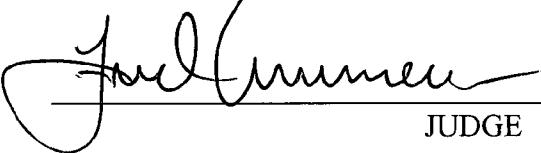
reasonable attorney's fees and costs, for all claims, including but not limited to claims by Ms. Davis, her heirs, beneficiaries, and/or contingent beneficiaries, arising out of, related to, or in connection with the Assigned Payments, the Proposed Transfer, or the Stipulation executed in connection with this matter, except with respect to claims to enforce the Stipulation.

6. Henderson Receivables and Ms. Davis, 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 New York 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 27th day of March, 2006.

BY THE COURT,



JUDGE