

06-948-CD
Petition of Sarah Rea Alicea et al

In re: Sarah Alicea et al
2006-948-CD



Swartz Campbell LLC
4750 U.S. Steel Tower
600 Grant St.
Pittsburgh PA 15219

direct line (412) 456-5404
phone (412) 232-9800
facsimile (412) 471-1106
rreitz@swartzcampbell.com
www.swartzcampbell.com

Ronald E. Reitz
Attorney At Law

June 13, 2006

VIA UPS OVERNIGHT

William A. Shaw, Sr., Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: Petition of Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae
Brunswick to Transfer Structured Settlement Payment Rights
Clearfield County, Pennsylvania
Annuity Contract No.: I 678625
SC File No.: 0265/120678

Dear Mr. Shaw:

Enclosed for filing are the following documents:

- Original Petition to Transfer Structured Settlement Payment Rights (including proposed Final Order);
- Check in the amount of \$85.00 payable to the Prothonotary of Clearfield County for filing fee;
- Blank Order Scheduling Hearing Date.

Also enclosed is an extra copy of the coversheet for the Petition. Please return a time-stamped copy of the coversheet to me in the enclosed, self-addressed stamped envelope that is provided.

This matter involves a sale by the Petitioner of certain payment streams in exchange for a lump sum. It is not a full-blown action, and will be concluded after one hearing and disposition of the proposed transfer. Our experience suggests that the hearing may require no more than one half-hour of the Court's time; in many instances the petition is uncontested.

I understand that once the Petition is filed it will be forwarded to the Court Administrator, who will schedule a hearing and return an Order scheduling a hearing date; our office will serve the Order on all parties. Since we are proceeding under the Structured Settlement

William A. Shaw, Sr., Prothonotary
June 13, 2006
Page 2

Protection Act, 40 P.S. § 4001-4009, I kindly request that a hearing be scheduled **within 45 days** of the filing of this Petition. If this arrangement presents a problem, I would appreciate if you would contact my office as soon as possible.

Thank you for your attention to this matter. Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. E. Reitz', written over the word 'Sincerely,'.

Ronald E. Reitz

RER/pjp
Enclosures

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

IN RE: PETITION OF SARAH RAE :
ALICEA, a/k/a SARAH : No. 2006-948-CD
BRUNSWICK, a/k/a SARAH :
RAE BRUNSWICK TO TRANSFER :
STRUCTURED SETTLEMENT :
PAYMENT RIGHTS :


FILED

JUN 14 2007 2006

M/12/20/06
William A. Shaw
Prothonotary/Clerk of Courts
No. 91

PETITION TO TRANSFER
STRUCTURED SETTLEMENT PAYMENT RIGHTS

Petitioner, Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick, brings forth the following Petition to Transfer Structured Settlement Payment Rights pursuant to, and in compliance with, the Structured Settlement Protection Act, 40 P.S. §§ 4001-4009, and in support states:

1. The Petitioner is Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick, an adult individual whose date of birth is December 20, 1983, and who resides at 1715 Treasure Lake, DuBois, Pennsylvania, 15801-9046.

2. Venue is proper in this Court pursuant to the Structured Settlement Protection Act, because the Petitioner is domiciled in Clearfield County, Pennsylvania.

3. As a result of the settlement of a wrongful death claim, Petitioner is entitled to receive 480 monthly payments each in the amount of \$1081.00 commencing on January 1, 2009, through and including December 1, 2048 and then for life

thereafter. Petitioner's "Settlement Agreement and Release with Assignment" is attached hereto and incorporated herein by reference as Exhibit "A".

4. As a result of the settlement of Petitioner's claim, the defendants' insurer assigned the obligation to make periodic payments to Fidelity and Guaranty Assignment, LLC, the structured "Settlement Obligor" as defined by 40 P.S. § 4002. Fidelity and Guaranty Assignment, LLC is located at 1001 Fleet Street, 6th Floor, Baltimore, Maryland, 21202. Fidelity and Guaranty Assignment, LLC funded the obligation by purchasing an annuity (Annuity Contract No. I678625) from Fidelity and Guaranty Life Insurance Company, the "Annuity Issuer." The Annuity Issuer is located at 1001 Fleet Street, 6th Floor, Baltimore, Maryland, 21202.

5. On June 3, 2006, Petitioner executed an Absolute Assignment and UCC Article 9 Security Agreement, (the "Agreement"), a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit "B". The Agreement provides for the assignment of Petitioner's right and interest in receiving periodic payments as follows: 120 monthly payments each in the amount of \$375.00 commencing on January 1, 2009 through and including December 1, 2018; 70 monthly payments each in the amount of \$756.00 commencing on January 1, 2019

through and including October 1, 2024; and 20 monthly payments each in the amount of \$1,081.00 commencing on November 1, 2024 through and including June 1, 2026 (the "Assigned Payments"), to Settlement Funding, LLC (the "Transferee"). Settlement Funding, LLC d/b/a Peachtree Settlement Funding is a Georgia Limited Liability Company with its principal place of business at 3301 Quantum Boulevard, Boynton Beach, FL 33426.

6. The Transfer Agreement was executed by the Transferee on June 6, 2006.

7. Petitioner shall retain all right and interest in the remaining payments not assigned of: 270 monthly payments each in the amount of \$1081.00 commencing on July 1, 2026 through and including December 1, 2048 and life contingent payments of \$1081.00 beginning January 1, 2049 (the "Non-Assigned Payments").

8. Additionally, as set forth in further detail in her Affidavit dated June 3, 2006, attached hereto and incorporated herein by reference as Exhibit "C", Petitioner avers that:

- a. She is over 18 years of age, and of sound and disposing mind.
- b. She desires to sell the Assigned Payments to Settlement Funding, LLC.
- c. She is fully aware of the economic consequences of the transaction and she is

fully capable of managing her financial, personal and business affairs.

- d. The transaction contemplated by the Transfer Agreement is in her best interests and she has thoroughly considered all of the ramifications of the transaction.
- e. The purpose of this transaction is to generally improve petitioner's standard of living by, among other things, allowing her to make a down payment on a home in Florida where she and her husband can find better employment, pay the closing costs on the loan and to pay moving expenses. (see, Affidavit of Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick, Exhibit "C", Paragraph 10).
- f. Petitioner has received independent professional advice regarding this transaction, as set forth in her Affidavit, at Paragraph 7.

9. Petitioner has been provided, and has acknowledged receipt at least 10 days prior to receipt of the Transfer Agreement, of the "Transfer Disclosure" required by 40 P.S. § 4003 (a)(2), attached and incorporated herein by reference as Exhibit "D". As set forth in greater detail in the Transfer Disclosure, the following terms have been disclosed to the Petitioner:

- a. The amounts and due dates of the structured settlement payments to be transferred are: 120 monthly payments each in the amount of \$375.00 commencing on January 1, 2009 through and including December 1, 2018; 70 monthly payments each in the amount of \$756.00 commencing on January 1, 2019

through and including October 1, 2024; and 20 monthly payments each in the amount of \$1,081.00 commencing on November 1, 2024 through and including June 1, 2026.

- b. The aggregate amount of the structured settlement payments to be transferred is \$119,540.00.
- c. The discounted present value of the payments transferred using the most recently published applicable federal rate for determining the value of an annuity is \$58,703.48.
- d. The federal discount rate used to determine the discounted present value is the effective annual rate of 5.80 percent as of May 23, 2006.
- e. The gross amount payable to Petitioner in exchange for the transferred payments is \$16, 538.12.
- f. The good faith itemized listing of all broker's commissions, service charges, application or processing fees, closing costs, filing or administrative charges, legal fees, notary fees and other commissions, fees, costs, expenses and charges payable by the Payee or deductible from the gross amount otherwise payable to the Payee: legal fees waived, and a processing fee of \$200.
- g. The net amount payable to petitioner after deduction of the legal fees, costs, expenses and processing fee described above is \$16,338.12.
- h. The quotient is 27.83%.
- i. The amount of penalty and aggregate amount of any liquidated damages inclusive of penalties payable by the Petitioner in the

event of any breach of the transfer agreement by the Petitioner is: NONE.

10. Petitioner has been provided, and has acknowledged receipt, at least 10 days prior to receipt of the Transfer Agreement, of the written "Important Notice" in bold print 12-point type required by 40 P.S. § 4003 (b). A true and correct copy of Petitioner's acknowledgement of the receipt of the § 4003 (b) Notice is attached as Exhibit "E".

11. Petitioner has received independent legal advice regarding the implications of the transfer, including considerations of the tax ramifications of the transfer, as set forth in her "Acknowledgement" dated June 3, 2006, attached as Exhibit F and the IPA Statement dated June 3, 2006 attached as Exhibit G. (See also, Exhibit C at Paragraph 7.)

12. On January 24, 2002, "The Victims of Terrorism Tax Relief Act," PL 107-134, 115 Stat. 2427, was enacted, which in part, amends the Internal Revenue Code of 1986. The Act amends 26 U.S.C.A. § 5891 and now provides for favorable tax treatment of "structured settlement payment factoring transactions" that are approved in advance by a qualified court order approving the transaction. 26 U.S.C.A. § 5891 (b)(1). A "structured settlement payment factoring transaction" is defined as "a transfer of structured settlement payment rights (including

portions of structured settlement payments) made for consideration by means of sale, assignment, pledge, or other form of encumbrance or alienation for consideration." 26 U.S.C.A. § 5891 (c)(3)(A) (parentheses in original). A "structured settlement" is defined as an arrangement established by "agreement for the periodic payment of damages excludable from the gross income of the recipient under [Internal Revenue Code] section 104 (a)(2). . ." and under which the periodic payments are "of the character described in subparagraphs (A) and (B) of section 130(c)(2)." A true and correct copy of 26 U.S.C.A. § 5891 is attached hereto as Exhibit "H".

13. 26 U.S.C.A. § 5891 (d)(1) was also added by the Act and provides:

[I]f the applicable requirements of sections 72, 104(a)(1), 104(a)(2), 130, and 461(h) were satisfied at the time the structured settlement involving structured settlement payment rights was entered into, **the subsequent occurrence of a structured settlement factoring transaction shall not affect the application of the provisions of such sections to the parties to the structured settlement** (including an assignee under a qualified assignment under section 130) **in any taxable year.** (emphasis added).

Accordingly, a favorable tax result is in effect at the time the Payee and the Transferee entered into the Transfer Agreement.

14. Since a favorable tax result is in effect, approvals of the Settlement Obligor and the Annuity Issuer to the proposed transfer are not required. 40 P.S. § 4003 (a)(5)(i)(A).

15. The structured settlement did not arise out of a workers' compensation claim.

16. The 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 workers' compensation claims.

17. Petitioner requests that the structured settlement payments to be transferred be mailed to P.O. Box 116476, Atlanta, GA 30368-6476.

18. Petitioner respectfully requests that the Court sign an order approving her transfer which constitutes a "qualified order" for purposes of 26 U.S.C.A § 5891 (Exhibit "H.")

19. Petitioner has seriously contemplated this transaction, and due to her personal circumstances and needs, believes that this transfer is in her best interests.

20. Petitioner acknowledges that Swartz Campbell LLC has not been engaged to render professional advice with respect to the advisability, or the implications of the transfer, including the tax ramifications of the transfer. Counsel has been engaged

solely to prepare and present the within Petition, based upon Petitioner's independent determination and professional advice obtained from others, with respect to the advisability and ramifications of the transfer.

21. Petitioner has signed an "Affidavit of Dual Representation and Receipt of Legal Fees" to this effect and, if requested, will file the same with the papers of this case.

WHEREFORE, Petitioner prays that this Honorable Court grant this Petition to Transfer Structured Settlement Payment Rights.

Respectfully submitted,

Swartz Campbell LLC

By: 

Ronald E. Reitz
Pa. I.D. No. 55408

4750 U.S. Steel Tower
600 Grant St.
Pittsburgh, PA 15219
412.232.9800

Attorney for Petitioner,
Sarah Rae Alicea, a/k/a Sarah
Brunswick, a/k/a Sarah Rae
Brunswick

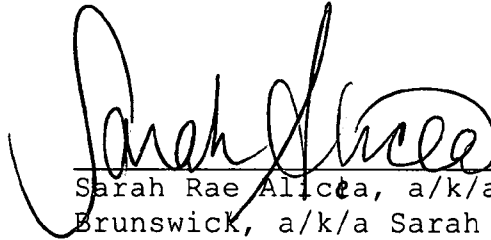
VERIFICATION

I, Sarah Rae Alicia, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick, have read the foregoing Petition to Transfer Structured Settlement Payment Rights, and hereby aver that the statements therein are correct to the best of my personal knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Date: _____

6/9/06

A handwritten signature in black ink, appearing to read 'Sarah Rae Alicia', written over a horizontal line.

Sarah Rae Alicia, a/k/a Sarah
Brunswick, a/k/a Sarah Rae
Brunswick

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing PETITION TO TRANSFER STRUCTURED SETTLEMENT PAYMENT RIGHTS was served by certified mail, return-receipt requested, postage pre-paid, on this 13th day of June, 2006 on:

Fidelity & Guaranty Assignment, LLC
1001 Fleet Street
6th Floor
Baltimore, MD 21202
("Settlement Obligor")

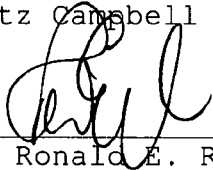
Fidelity & Guaranty Life Insurance Company
1001 Fleet Street
6th Floor
Baltimore, MD 21202
("Annuity Issuer")

and by regular U.S. mail, postage prepaid to:

Susan Cast, Esq.
Settlement Funding LLC
Peachtree Settlement Funding
3301 Quantum Boulevard
Boynton Beach, FL 33426
("Transferee")

Sarah Alicea
1715 Treasure Lake
DuBois, PA 15801-9046
("Petitioner")

Swartz Campbell LLC

By: 
Ronald E. Reitz

**SETTLEMENT AGREEMENT AND RELEASE
WITH ASSIGNMENT**

This Settlement Agreement and Release is entered into this 21st day of August 2002, by and between REBECCA BRUNSWICK, as personal representative of the Estate of JEFFREY BRUNSWICK (Plaintiff) and ST. PAUL FIRE AND MARINE INSURANCE COMPANY (Insurer), on behalf of JEFFREY L. WILCOX, J.L. ENTERPRISES OF CENTRAL FLORIDA, INC., and BRUCE H. VOTER (Defendant).

1. RELEASE AND DISCHARGE

The parties agree that in consideration of the full discharge of past, present and future claims arising out of the allegations set forth in Plaintiff's Complaint (Court File No. CI02-AN1313), and in full and complete discharge of any wrongful death claims that could be asserted by Plaintiff's heirs, executors, administrators, personal representatives, successors and assigns as a result of the alleged actions or omissions of Defendant, Insurer agrees to pay the sums hereinafter specified. It is expressly understood and agreed that this Settlement Agreement and Release is executed as a compromise of a disputed claim and that said payments contemplated herein are not in any manner to be construed as an admission of liability on the part of Defendant, Insurer, their agents, servants, employees, and attorneys, and any and all other persons, firms or corporations, such liability being expressly denied.

This Settlement Agreement and Release shall apply to all claims, whether known or unknown, on the part of all parties to this Agreement. In consideration of the payments called for herein, Plaintiffs completely release and forever discharge Defendant, Insurer, and their agents, servants, successors, heirs, executors and administrators, ~~and all other persons, firms, corporations, associations or partnerships~~ of and from any or all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, including court costs, legal expenses and attorneys' fees which the undersigned now has or had or which may hereafter accrue on account of or in any way arising out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, including injuries received and damages incurred as a result of negligent and/or intentional infliction of emotional distress and property damage and the consequences thereof resulting from the accident, casualty or event listed in Plaintiff's complaint. PB

This Settlement Agreement and Release shall be a full, binding and complete settlement between the parties, save only and excepting the executory provisions of this Agreement.



2. PAYMENTS

In consideration of the full discharge of claims set forth above, the Insurer hereby agrees to pay the following sums in the following manner:

- A. Three Hundred Eighty-Seven Thousand, Seventy-Six and ⁴⁰/₁₀₀ Dollars (\$387,076.40) upon execution of this Agreement to Rebecca Brunswick as personal Representative of the Estate of Jeffrey Brunswick and her attorney, Julio C. Martinez, Esquire
- B. Periodic Payments made according to the schedule as follows (the "Periodic Payments"):

Periodic Payments Provided By Jamestown Life Insurance Company

For Rebecca Brunswick

- 1. \$2,765.16 per month for 360 months Certain & Life, level rate, commencing May 1, 2007
- C. Periodic Payments made according to the schedule as follows (the "Periodic Payments"):

Periodic Payments Provided By Fidelity and Guaranty Assi LLC

For Sara Rae Brunswick

- 1. \$1,081.00 per month for 480 months Certain & Life, level rate, commencing January 1, 2009.

For Jonathan Brunswick

- 1. \$1,001.00 per month for 480 months Certain & Life, level rate, commencing November 1, 2007.

In the event Payee shall die prior to payment of the foregoing amounts above, any remaining guaranteed amounts shall be made to the Estate of Rebecca Brunswick for Rebecca Brunswick and the Estates of each minor, as they come due, or to such other person or entity as she shall designate. No such designation nor any revocation of designation shall be effective unless it is in writing and delivered to Insurer or its Assignee. The designation must be in a form acceptable to the Insurer or the Insurer Assignee before such payments are made.

3. PLAINTIFF'S RIGHT TO PAYMENTS

Insurer shall not segregate or set aside any of its assets to fund the payments to Plaintiff or any payee required under this Agreement, it being understood that Plaintiff is and shall be a

general creditor to Insurer. Plaintiff acknowledges that the Periodic Payments cannot be accelerated, deferred, increased or decreased by Plaintiff or any payee; nor shall the Plaintiff or any payee have the power to sell, mortgage, encumber or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

4. QUALIFIED ASSIGNMENT

The parties acknowledge and agree that Insurer may make a "qualified assignment" within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of Insurer's liability to make periodic payments required in this Agreement to *Jamestown Life Insurance Company and Fidelity and Guaranty Assignment, LLC* (Assignees). Any such assignment, if made, shall be accepted by Plaintiff without right of rejection and shall completely release and discharge Insurer from such obligations as are assigned to the Assignee. Plaintiff recognizes that, in the event of such an assignment, the Assignee shall be her sole obligor with respect to the obligations assigned, and that all other releases that pertain to the liability of Insurer shall then become final, irrevocable and absolute.

If the liability to make the Periodic Payments is assigned by way of a qualified assignment, the parties acknowledge and agree:

- A. That Periodic Payments from the Assignee cannot be accelerated, deferred, increased or decreased by Plaintiff;
- B. That the Assignee does not provide Plaintiff rights against the Assignee that are greater than those of a general creditor;
- C. That the Assignee's obligation for payment of the Periodic Payments is no greater than the obligation of the party originally liable (whether by suit or agreement) for payment and from whom the obligation was assigned; and
- D. St. Paul Fire and Marine Insurance Company will be contingently liable to make the payments to the Payee should *Fidelity and Guaranty Assignment, LLC*, fail to meet their obligations under the terms of this Agreement.
- E. It is further agreed that *First Colony Life Insurance Company* will issue a Guarantee Agreement guaranteeing the performance of *Jamestown Life Insurance Company*.

5. RIGHT TO PURCHASE AN ANNUITY

Insurer and/or the Assignees reserve the right to fund their liability to make Periodic Payments through the purchase of an annuity policy from *First Colony Life Insurance Company and Fidelity and Guaranty Life Insurance Company*. Insurer and/or Assignees shall be the owner of the annuity policies, and shall have all rights of ownership.

6. MAILING OF PERIODIC PAYMENTS

The Periodic Payments shall be mailed to Plaintiffs at an address to be designated by them. Plaintiffs shall be responsible for notifying *First Colony Life Insurance Company and Fidelity and Guaranty Life Insurance Company* of any changes in mailing address or mortality.

7. DISCHARGE OF OBLIGATION

The obligation of Insurer and/or Assignees to make each Periodic Payment shall be discharged upon the mailing of a valid check in the amount of such payment to the address designated by the Payee to whom the payment is required to be made under this Agreement, or the deposit by electronic funds transfer in the amount of such payment to an account designated by the Payee.

8. CONFIDENTIALITY

The parties mutually agree that neither they nor their attorneys nor representatives shall reveal to anyone, other than as may be mutually agreed to in writing, any of the terms of this Agreement, or any of the amounts, numbers, terms or conditions of any sums payable to Payee as set forth.

9. NATURE OF PAYMENTS

All sums set forth in this Settlement Agreement and Release constitute damages on account of personal injuries or sickness in a case involving physical injury or sickness within the meaning of Sections 104(a)2 and 130(c) of the Internal Revenue Code of 1986, as amended, arising from the accident, casualty or event stated in Paragraph 1 of this Agreement.

10. REPRESENTATION BY PLAINTIFF

Plaintiff states that she has carefully read this Agreement in its entirety, has conferred with her attorney, and knows and understands the contents of this Agreement. Plaintiff further understands and acknowledges that this Agreement has been negotiated by the parties through their respective counsel. Plaintiff represents that she is not relying on the advice of Defendant, Insurer, or anyone associated with Defendant or Insurer concerning the legal or tax consequences of this Agreement, nor is this Agreement contingent upon any favorable tax determination. Accordingly, Plaintiff hereby releases and holds harmless Defendant, Insurer, and any and all counsel or consultants from any claim of any kind which Plaintiff may assert because of any unforeseen consequences of this Settlement Agreement and Release.

11. FUTURE COOPERATION

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full effect to the basic terms and intent of this Agreement.

12. ENTIRE AGREEMENT

This Settlement Agreement and Release contains the entire agreement between Plaintiff and Insurer on behalf of Defendant pertaining to the matter set forth and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

13. GOVERNING LAW

This Settlement Agreement and Release shall be construed and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have hereunto executed this Settlement Agreement and Release in multiple originals on the day and year first above written.

[Signature]
Witness

Rebecca Brunswick
REBECCA BRUNSWICK
PLAINTIFF

Witness

STATE OF FLORIDA
COUNTY OF Oscola

BEFORE ME, the undersigned authority, personally appeared, REBECCA BRUNSWICK, who being duly sworn by me, deposes, and says that she executed the foregoing for the reasons therein expressed, and the facts and matters contained therein are true and correct to the best of her knowledge.

SWORN TO AND SUBSCRIBED before me this 21st day of August, 2002 by who is personally known to me or has produced _____ as identification.

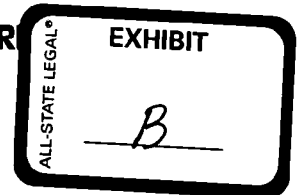
Liza N. Guzman
Notary Public, State of Florida
My Commission Expires: October 10, 2004



Liza N. Guzman
Commission # 00973099
Expires Oct. 10, 2004
Bonded \$10,000
Atlantic Bonding Co., Inc.

**ABSOLUTE ASSIGNMENT AND UCC ARTICLE 9 SECURITY AGREEMENT
(THE "AGREEMENT")**

June 3, 2006



I, **Sarah Rae Alicea aka Sarah Brunswick aka Sarah Rae Brunswick**, ("I", "Me" or "Assignor") residing at 1715 Treasure Lk Du Bois, PA 15801-9046 am entitled to 480 monthly payments each in the amount of \$1,081.00 commencing on January 1, 2009 through and including December 1, 2048 and then for life thereafter (the "Periodic Payments") on account of the settlement of a certain personal injury claim, the settlement of which is memorialized in that certain settlement agreement dated **August 21, 2002** (the "Settlement Agreement"). The Periodic Payments are due to me from **Fidelity & Guaranty Assignment, LLC** (the "Settlement Obligor") under the terms of the Settlement Agreement and are being funded by an annuity issued by **Fidelity & Guaranty Life Insurance Company** (the "Annuity Issuer") bearing annuity contract number **1678625**.

A. I hereby sell, assign and convey to Settlement Funding, L.L.C. (the "Assignee") or its assigns all of my rights to and interest in and to the following payments due or to become due under the Settlement Agreement:

120 monthly payments each in the amount of \$375.00 commencing on January 1, 2009 through and including December 1, 2018. 70 monthly payments each in the amount of \$756.00 commencing on January 1, 2019 through and including October 1, 2024. 20 monthly payments each in the amount of \$1,081.00 commencing on November 1, 2024 through and including June 1, 2026 (the "Assigned Payments").

In consideration for this assignment, Assignee shall pay to me the sum of: **\$16,538.12** (the "Assignment Price").

B. I hereby make the following unconditional representations, warranties and promises:

1. No one other than me has any interest or claim of any kind or nature in, to or under the Assigned Payments I am assigning hereunder.
2. I am not indebted to anyone that would affect in any way either the assignment of the Assigned Payments referenced above or Assignee's absolute rights to receive same.
3. I agree to conduct my affairs so as to ensure that Assignee obtains all of the benefits of the assignment contemplated hereby.

C. I agree that the following shall be considered an event of default by me under this Absolute Assignment Agreement:

1. The representations set forth in Paragraphs B 1 and B 2 above are at any time not true.
2. Failure by me to perform the promise set forth in Paragraph B 3 above.
3. Failure by the Settlement Obligor or the Annuity Issuer to make any one or more of the Assigned Payments as a result of any act by me, my estate or any of my heirs.
4. Failure by the Settlement Obligor or Annuity Issuer to forward one or more Assigned Payments to Assignee as a result of any act by me, my estate or any of my heirs.
5. Failure by me to forward promptly to Assignee any Assigned Payment received by me from the Settlement Obligor or the Annuity Issuer.
6. Failure by me to fulfill any other obligation of mine under this Agreement.

D. The following are conditions precedent to Assignee's obligation to pay me the Assignment Price:

1. Assignee shall be satisfied, in its sole discretion, that there are no claims or interests of any kind or nature whatsoever that do or may affect Assignee's rights to or interest in the Assigned Payments and Assignee's ability actually to receive same on the dates and in the amounts set forth herein.
2. Assignee shall have received a final non-appealable court order, or a signed acknowledgment from Settlement Obligor and the Annuity Issuer satisfactory to Assignee in its sole discretion (such court order or acknowledgement together are hereinafter referred to as the "Order"), authorizing the transfer by assignment of the Assigned Payments (which may continue to be made out to my name) to Assignee, and directing that the Periodic Payments due on or after the day of the Order be forwarded, or authorizing the forwarding of the Periodic Payments, directly to Assignee.

E. Under this Agreement and only to the extent permitted by law Assignee and I intend to create a security interest under Article 9 of the Uniform Commercial Code of the state designated in Paragraph F below, in my rights

to and interest in payments due to me under the Settlement Agreement, which rights have been assigned to Assignee as General Intangibles under Article 9 of the Uniform Commercial Code of the state designated in Paragraph F below. This Agreement shall also function as a security agreement. This security interest secures payment of the rights assigned and performance of my obligations under Paragraph B above. Assignee may direct any account debtor, obligor on an instrument, including, without limitation, the Settlement Obligor or Annuity Issuer, to make periodic payments directly to Assignee as contemplated by the Uniform Commercial Code. Assignee may file a UCC-1 financing statement to perfect its rights hereunder.

F. Except as otherwise required by applicable statutory law, this Agreement shall be governed by and interpreted in accordance with the law of the state of residence of the Assignor on the date of this Agreement.

ARBITRATION

Any and all controversies, claims, disputes, rights, interests, suits or causes of action arising out of or relating to this Agreement and the negotiations related thereto, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association offices in your state of residence. The arbitration shall be held in the largest city in your state of residence. The arbitration shall be held before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time that the demand for arbitration is filed. Discovery, specifically including interrogatories, production of documents and depositions shall be at the discretion of the arbitrator and to the extent permitted shall be conducted in accordance with, and governed by the Federal Rules of Civil Procedure.

A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event, shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question, would be barred by the applicable statute of limitations.

No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent of the parties hereto, containing a specific reference to this Agreement and signed by the entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Such arbitrator shall identify the substantially prevailing party and shall include legal fees and expenses for the substantially prevailing party.

This provision does not apply to the extent inconsistent with applicable state law regarding the transfer of structured settlement payments. In such case any disputes between the parties will be governed in accordance with the laws of the domicile state of the payee and the domicile state of the payee is the proper venue to bring any cause of action arising out of a breach of the agreement.

G. I hereby grant to Assignee an Irrevocable Power of Attorney with full powers of substitution to do all acts and things that I might do regarding the Assigned Payments and any and all rights I have under the Settlement Agreement, including, without limitation, the power to endorse checks, drafts or other instruments, the power to alter, edit and change payment instructions and/or beneficiary designations and any other act which, in the sole discretion of Assignee as my Attorney-in-Fact is necessary or expedient for it to obtain all of the benefits of the bargain contemplated by this transaction. This power of attorney is coupled with an interest and shall survive my death or disability.

H. In the event that prior to the consummation of the transaction contemplated hereby I receive any of the Assigned Payments, or any portion thereof, the Assignment Price shall be reduced in like amount and the terms of this Agreement regarding the payments to be assigned shall be deemed to be adjusted accordingly. In the event Assignee receives or otherwise comes into possession of any of the Periodic Payment(s) or portion(s) thereof which

are not included in the payments being absolutely assigned to Assignee hereunder, Assignee shall forward such amount(s) to me at the address set forth above within seven (7) days of receipt of such amount(s).

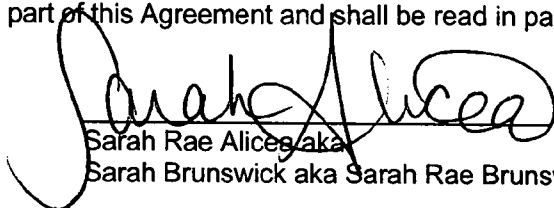
I. Assignee shall be entitled to discharge any adverse claims against Assignor or any of the Assigned Payments whether or not such adverse claims are disclosed. Assignee may, provided Assignee furnishes prior written notice to Assignor, pay any and all amounts necessary or, if the Assignment Price has been deposited into an escrow account, instruct the escrow agent to pay any and all amounts necessary to discharge such liens or other adverse claims, and the Assignment Price shall be reduced by the amount of any such payment. Adverse claims may include disclosed amounts to be deducted by Assignee from the Assignment Price to pay Assignee, as servicer for Peachtree Finance Company, LLC, to enable Assignor to obtain Peachtree Finance Company, LLC's release of its encumbrance on a portion of the Assigned Payments, which portion of Assigned Payments relate to prior transfer transaction(s) consummated prior to the effective date of the applicable transfer act(s) which encumbrance must be released for the transaction contemplated herein to be consummated.

J. I know that it will take some time for the Settlement Obligor and the Annuity Issuer to receive and process the court order once it is granted. I would like to receive the Assignment Price or a portion thereof as soon as possible thereafter. Accordingly, I hereby request Assignee to pay me a portion of the Assignment Price as soon as possible after the court order is granted and authorize Assignee to hold in escrow an amount it deems necessary or advisable from the Assignment Price (the "Escrow Amount") until all conditions precedent have been satisfied, including, without limitation, the receipt by Assignee of the Settlement Obligor and the Annuity Issuer's acknowledgment of the terms of the court order in writing and their agreement to honor and comply with same. At such time or earlier as Assignee may determine, I understand that Assignee will send the Escrow Amount to me minus any Assigned Payments that the Annuity Issuer and/or Settlement Obligor sent to me while the Settlement Obligor and the Annuity Issuer were processing the court order.

K. This Agreement shall take effect on the date it is signed by me (the Assignor) or on such later date prescribed by applicable statutory law.

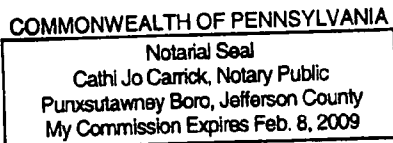
L. All disclosure statements are a material part of this Agreement and shall be read in pari materia herewith.

In witness whereof I hereunto set my hand.


Sarah Rae Alicea aka
Sarah Brunswick aka Sarah Rae Brunswick

STATE OF Pennsylvania
COUNTY OR CITY OF Clearfield

On the 3rd day of June, in the year 2006 before me, the undersigned, personally appeared **Sarah Rae Alicea aka Sarah Brunswick aka Sarah Rae Brunswick**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

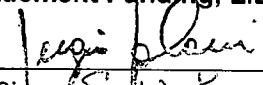



Notary

My Commission expires on _____
Member, Pennsylvania Association of Notaries

Accepted:

Settlement Funding, L.L.C.


Title: S. U. P.
Date: 6/6/06

**PLEASE DO NOT SIGN THIS
DOCUMENT UNTIL 06/03/2006**

Authorization For Deductions

Pursuant to the terms of the Agreement, Assignee may deduct from the Purchase Price the full amount due to any and all third party creditors, judgment holders, holders of child support obligations, the holder of any other outstanding lien or claim (collectively the "Judgments/Claims") including life insurance policy payment(s) or any attorney fees in connection with the consummation of this transaction.

If Assignee is able to satisfy in full the Judgments/Claims for less than the full amount due, Assignee shall be entitled to keep the difference between the amount deducted and the amount actually paid.

Authorization to Conduct Credit and Criminal Background Checks

I, Sarah Rae Alicea aka Sarah Brunswick aka Sarah Rae Brunswick, residing at 1715 Treasure Lk, Du Bois, PA 15801-9046, hereby authorize Settlement Funding or any of its agents or designees, to conduct any and all criminal background reports, searches or checks and any and all credit history reports, searches or checks which it in its sole discretion and judgment deems necessary or advisable.

Authorization to Release Information

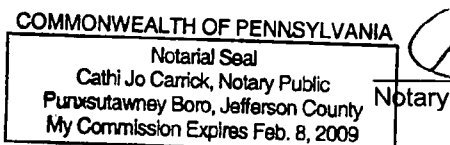
I, Sarah Rae Alicea aka Sarah Brunswick aka Sarah Rae Brunswick, hereby request and authorize Fidelity & Guaranty Assignment, LLC, Fidelity & Guaranty Life Insurance Company, or any of their successors, assigns, designees, agents or administrators, or my attorney to disclose, or any other parties that may possess any information deemed necessary by Settlement Funding, or any of its agents or designees to be disclosed, make available and furnish to Settlement Funding, or any of its agents or designees any and all information pertaining to my personal injury settlement as set forth in a certain Release dated August 21, 2002, or any other documents deemed necessary by Settlement Funding, or any of its agents or designees. I specifically direct that Fidelity & Guaranty Assignment, LLC, Fidelity & Guaranty Life Insurance Company, or any of their successors, assigns, designees, agents or administrators or any other person or entity that this authorization is given to, cooperate with Settlement Funding or any of their agents or designees regarding disclosure of information pertaining or related to my settlement or other required documentation. Please provide copies via fax or otherwise of any and all documents requested by Settlement Funding or their agents or designees regarding my settlement.

Dated: 6/3/06


Sarah Rae Alicea aka Sarah Brunswick aka Sarah Rae Brunswick

STATE OF Pennsylvania
COUNTY OR CITY OF Clearfield

On the 3rd day of June, in the year 2006 before me, the undersigned, personally appeared **Sarah Rae Alicea aka Sarah Brunswick aka Sarah Rae Brunswick**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



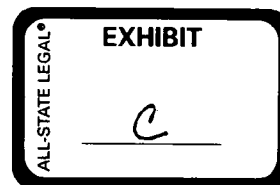
My Commission expires ~~09~~ 08 ~~ember~~ Month, Pennsylvania Association of Notaries

AFFIDAVIT

I, Sarah Rae Alicea aka Sarah Brunswick aka Sarah Rae Brunswick, of full age, being duly sworn according to law, upon my oath depose and say:

1. I currently reside at 1715 Treasure Lk, Du Bois, PA 15801-9046.
2. I am the recipient of certain guaranteed payments under a structured settlement dated August 16, 2002. The entity presently obligated to make the payments due under the structured settlement is Fidelity & Guaranty Assignment, LLC. In order to fund its payment obligations under the structured settlement Fidelity & Guaranty Assignment, LLC purchased an annuity contract I678625 from Fidelity & Guaranty Life Insurance Company.
3. I voluntarily entered into an Absolute Assignment and UCC Article 9 Security Agreement (the "Agreement") dated June 3, 2006 with Settlement Funding, LLC d/b/a Peachtree Settlement Funding ("Peachtree"). Under that Agreement, I agreed to sell and assign to Peachtree the following payments due to me under the structured settlement:

120 monthly payments each in the amount of \$375.00 commencing on January 1, 2009 through and including December 1, 2018. 70 monthly payments each in the amount of \$756.00 commencing on January 1, 2019 through and including October 1, 2024. 20 monthly payments each in the amount of \$1,081.00 commencing on November 1, 2024 through and including June 1, 2026 (the "Assigned Payments").
4. I understand I will forego receipt of the Assigned Payments under the Agreement. I understand that my beneficiaries/heirs and I will no longer receive any of the Assigned Payments or any portion of the Assigned Payments. I understand that all of the Assigned Payments will go to Peachtree or the assigns of Peachtree.
5. I also understand that this Affidavit is submitted for use in the court approval process initiated by Peachtree and myself to seek court approval of the transfer of payments to Peachtree.
6. I also received from Peachtree a Disclosure Statement detailing the terms of the Agreement, which I signed and returned to Peachtree. I carefully reviewed the Disclosure Statement and fully and completely understand all terms of the Disclosure Statement.
7. In the Disclosure Statement, Peachtree advised me to seek professional advice regarding the Agreement from an attorney, accountant or other professional of my choice. I have either received said advice or fully intend to receive independent professional advice regarding this transaction.

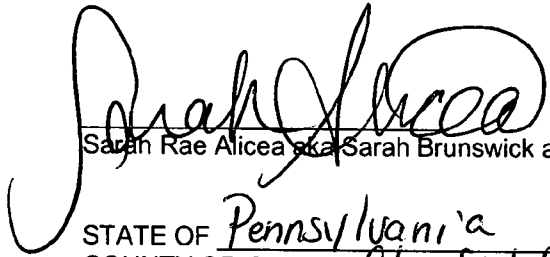


8. I am 22 years old and I have supported myself for the last 4 years. I have no mental or physical disabilities that would prevent me from being gainfully employed. I am currently not employed because I am a full time college student and am due to graduate soon and then will pursue a career as a legal assistant. My husband, Jose Alicea, is employed as a Manager with Ruby Tuesday's earning an annual income of approximately \$13,000.00. Therefore, I have an alternate source of income other than the monthly payments I wish to transfer and assign to Settlement Funding.

9. I have thoroughly considered this transaction, my alternatives and the use to which I will put the proceeds of this sale. I have considered the impact of this transaction on my dependents and myself. My dependents and I will be able to improve our present standard of living if I am permitted to transfer and assign my right to receive the Assigned Payments to Settlement Funding as described in this Affidavit. After considering these factors I believe that this transaction is in my best interest and the best interests of my dependents.

10. I intend to use the proceeds I receive from Peachtree under the Agreement for making a down payment on a home in Florida, paying for closing costs on the loan, and to pay for moving expenses. My husband and I currently reside in Pennsylvania. In four months I will be graduating school and my husband works for Ruby Tuesday's as a manager. After I complete school, my husband and I would like to relocate to Florida where I have family. My husband would like to transfer with his company and I would like to find employment in my field. We are currently paying rent and when we relocate we would like to purchase a home of our own. I would like to use approximately \$10,000.00 from the proceeds of this transaction to purchase a three bedroom and two bath home in the St. Cloud area. Homes in this area are selling for approximately \$100,000.00. We realize that owning our own home is a great investment and will allow us to have an asset that will continue to appreciate over time and become a financial asset for us in the future. I would like to use \$4,000.00 from the proceeds of this transaction to cover the closing costs of the loan. This will include any lender fees, appraisal and title work, home inspection and any other costs associated with the loan process. Finally, I would like to use approximately \$2,000.00 from the proceeds of this transaction to cover the moving expenses to relocate to Florida. This will pay for a professional moving company to move our personal property to our new home. Without the proceeds of this transaction, I lack the financial wherewithal to satisfy the payment of the aforementioned described herein.

11. I have never assigned, sold or pledged any of the structured settlement payments that I am proposing to transfer and assign herein to any party or entity. In addition, my husband, Jose Alicea and I have one dependent, Emily Alicea, who lives with us and for whom we support. My husband's employment income is sufficient to support my husband, my dependent and myself. I have determined that completing this transaction with Peachtree is in my best interest and will improve the quality of life for my husband, my dependent and myself.



Sarah Rae Alicea aka Sarah Brunswick aka Sarah Rae Brunswick

STATE OF Pennsylvania
COUNTY OR CITY OF Clearfield

On the 3rd day of June, in the year 2006 before me, the undersigned, personally appeared **Sarah Rae Alicea aka Sarah Brunswick aka Sarah Rae Brunswick**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Cathi Jo Carrick, Notary Public
Punxsutawney Boro, Jefferson County
My Commission Expires Feb. 8, 2009


Notary

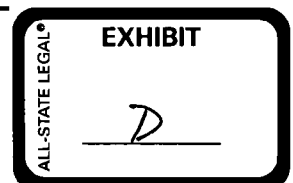
My Commission expires Feb. 8, 2009 with the Pennsylvania Association of Notaries.

**PLEASE DO NOT SIGN THIS
DOCUMENT UNTIL 06/03/2006**

PENNSYLVANIA TRANSFER DISCLOSURE

**Payee: Sarah Rae Alicea aka Sarah Brunswick aka Sara Rae Brunswick;
resident of: PA**


- A. Amounts and due dates of the structured settlement payments to be transferred: 120 monthly payments each in the amount of \$375.00 commencing on January 1, 2009 through and including December 1, 2018; 70 monthly payments each in the amount of \$756.00 commencing on January 1, 2019 through and including October 1, 2024 and 20 monthly payments each in the amount of \$1,081.00 commencing on November 1, 2024 through and including June 1, 2026.**
- B. Aggregate amount of such payments: \$119,540.00.**
- C. (1) Discounted present value of such payments: \$58,703.48.
(2) The discount rate used in determining such discounted present value: 5.80 percent as of May 23, 2006.**
- D. Gross amount payable to the Payee in exchange for such payments: \$16,538.12.**
- E. Itemized listing of all brokers' commissions, service charges, application or processing fees, closing costs, filing or administrative charges, legal fees, notary fees and other commissions, fees, costs, expenses and charges payable by the Payee or deductible from the gross amount otherwise payable to the Payee: Legal Fees: WAIVED; Processing Fee: \$200.00.**
- F. Net amount payable to Payee after deduction of all commissions, fees, costs, expenses and charges described above: \$16,338.12 minus any advances made to Payee against the amount payable to Payee.**
- G. The quotient, expressed as a percentage, obtained by dividing the net payment amount by the discounted present value of the payments: 27.83%.**
- H. Amount of any penalty and the aggregate amount of any liquidated damages, inclusive of penalties, payable by the Payee in the event of any breach of the transfer agreement by the Payee: NONE**



- i. Payee acknowledges receipt of, and acknowledges to have read and understood, the above disclosure statement and information required to be disclosed by Payee's applicable state statute(s).

Initials: SA

By signing below you are confirming that you received a copy of this disclosure at least 10 days prior to receipt of this contract.


Sarah Rae Alicea
aka Sarah Brunswick
aka Sara Rae Brunswick

6/3/16
Date

NOTICE (PA)

Payee: Sarah Rae Alicea aka Sarah Brunswick aka Sara Rae Brunswick

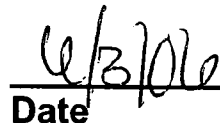
IMPORTANT NOTICE: You are strongly urged to consult with an attorney who can advise you of the potential tax consequences of this transaction.

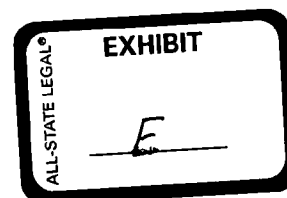
I acknowledge receipt of the above notice.

By signing below you are confirming that you received a copy of this disclosure at least 10 days prior to receipt of this contract.



**Sarah Rae Alicea
aka Sarah Brunswick
aka Sara Rae Brunswick**


Date

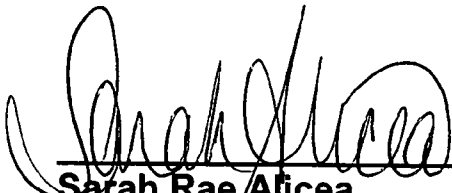


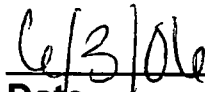
ACKNOWLEDGEMENT (PA)

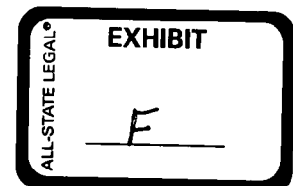
Payee: Sarah Rae Alicea aka Sarah Brunswick aka Sara Rae Brunswick

I have received independent legal advice regarding the implications of the transfer, including considerations of the tax ramifications of the transfer.


(Initials)


**Sarah Rae Alicea
aka Sarah Brunswick
aka Sara Rae Brunswick**


Date



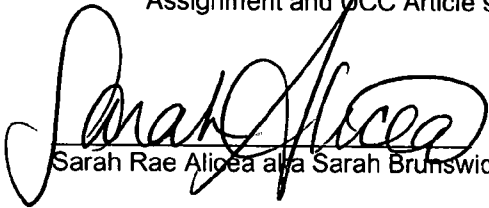
IPA STATEMENT

Sarah Rae Alicea aka Sarah Brunswick aka Sarah Rae Brunswick, (hereinafter "I" or "Me") being duly sworn upon my oath depose and say:

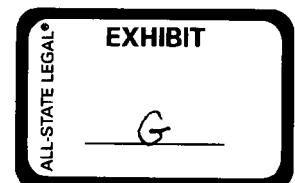
1. I am over the age of 18 and am of sound and disposing mind.
2. I reside at 1715 Treasure Lk, Du Bois, PA 15801-9046
3. I am aware that, pursuant to the **MD CTS & JUD PRO §5-1102 (b)(3)** Structured Settlement Transfer Act, I must obtain independent professional advice regarding the legal, tax and financial implications of the proposed transfer that we would like to have occur with Settlement Funding, LLC, its successors and assigns.

4. I state that on 6/3/06 I received the required independent professional advice from John S. Sherry (Attorney, Licensed Financial Planner or CPA) of Law offices of John Sherry & Assoc. located at 113 Stonegate Drive McMurray, PA 15317 phone (412) 418-8935 regarding the Absolute Assignment and UCC Article 9 Security Agreement dated June 3, 2006.

5. I am aware of the legal, tax and financial implications of the proposed transfer and I desire to have the court approve said transfer of structured settlement payment rights as proposed in the Absolute Assignment and UCC Article 9 Security Agreement dated June 3, 2006 before the court.



Sarah Rae Alicea aka Sarah Brunswick aka Sarah Rae Brunswick



STATEMENT

I, Sherry Strong, being duly sworn, declare to whom it may concern, that, according to my conversation with Attorney John Sherry in the state of Pennsylvania, provided independent professional advice to Sarah Rae Alicea on June 3rd, 2006. Attorney John Sherry advised him on the enclosed agreement (Absolute Assignment and UCC Article 9 Security Agreement).

Further, the affiant sayeth not.

6/6/06

Date:

Sherry Strong

Sherry Strong

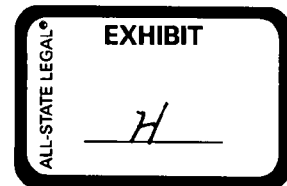
Subscribe and Sworn to before me this
6 day of June 2006.

Lauren

NOTARY PUBLIC for the State of Florida
My Commission Expires:



Lauren Miracle
Commission #DD228242
Expires: Jul 01, 2007
Bonded Thru
Atlantic Bonding Co., Inc.



UNITED STATES CODE ANNOTATED
TITLE 26. INTERNAL REVENUE CODE
SUBTITLE E--ALCOHOL, TOBACCO, AND CERTAIN OTHER EXCISE TAXES
CHAPTER 55--STRUCTURED SETTLEMENT FACTORING TRANSACTIONS

Copr. © West Group 2002. No claim to Orig. U.S. Govt. Works.

Current through P.L. 107-136, approved 1-24-02

§ 5891. Structured settlement factoring transactions

(a) **Imposition of tax.**--There is hereby imposed on any person who acquires directly or indirectly structured settlement payment rights in a **structured settlement factoring transaction** a tax equal to 40 percent of the factoring discount as determined under subsection (c)(4) with respect to such factoring transaction.

(b) **Exception for certain approved transactions.**--

(1) **In general.**--The tax under subsection (a) shall not apply in the case of a **structured settlement factoring transaction** in which the transfer of structured settlement payment rights is approved in advance in a qualified order.

(2) **Qualified order.**--For purposes of this section, the term "qualified order" means a final order, judgment, or decree which--

(A) finds that the transfer described in paragraph (1)--

(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 the payee, taking into account the welfare and support of the payee's dependents, and

(B) is issued--

(i) under the authority of an applicable State statute by an applicable State court, or

(ii) by the responsible administrative authority (if any) which has exclusive jurisdiction over the underlying action or proceeding which was resolved by means of the structured settlement.

(3) **Applicable State statute.**--For purposes of this section, the term "applicable State statute" means a statute providing for the entry of an order, judgment, or decree described in paragraph (2)(A) which is enacted by--

(A) the State in which the payee of the structured settlement is domiciled, or

(B) if there is no statute described in subparagraph (A), the State in which either the party to the structured settlement (including an assignee under a qualified assignment under section 130) or the person issuing the funding asset for the structured settlement is domiciled or has its principal place of business.

(4) **Applicable State court.**--For purposes of this section--

(A) **In general.**--The term "applicable State court" means, with respect to any applicable State statute, a court of

the State which enacted such statute.

(B) Special rule.--In the case of an applicable State statute described in paragraph (3)(B), such term also includes a court of the State in which the payee of the structured settlement is domiciled.

(5) Qualified order dispositive.--A qualified order shall be treated as dispositive for purposes of the exception under this subsection.

(c) Definitions.--For purposes of this section--

(1) Structured settlement.--The term "structured settlement" means an arrangement--

(A) which is established by--

(i) suit or agreement for the periodic payment of damages excludable from the gross income of the recipient under section 104(a)(2), or

(ii) agreement for the periodic payment of compensation under any workers' compensation law excludable from the gross income of the recipient under section 104(a)(1), and

(B) under which the periodic payments are--

(i) of the character described in subparagraphs (A) and (B) of section 130(c)(2), and

(ii) payable by a person who is a party to the suit or agreement or to the workers' compensation claim or by a person who has assumed the liability for such periodic payments under a qualified assignment in accordance with section 130.

(2) Structured settlement payment rights.--The term "structured settlement payment rights" means rights to receive payments under a structured settlement.

(3) Structured settlement factoring transaction.--

(A) In general.--The term "structured settlement factoring transaction" means a transfer of structured settlement payment rights (including portions of structured settlement payments) made for consideration by means of sale, assignment, pledge, or other form of encumbrance or alienation for consideration.

(B) Exception.--Such term shall not include--

(i) the creation or perfection of a security interest in structured settlement payment rights under a blanket security agreement entered into with an insured depository institution in the absence of any action to redirect the structured settlement payments to such institution (or agent or successor thereof) or otherwise to enforce such blanket security interest as against the structured settlement payment rights, or

(ii) a subsequent transfer of structured settlement payment rights acquired in a **structured settlement factoring transaction**.

(4) Factoring discount.--The term "factoring discount" means an amount equal to the excess of--

(A) the aggregate undiscounted amount of structured settlement payments being acquired in the **structured settlement factoring transaction**, over

(B) the total amount actually paid by the acquirer to the person from whom such structured settlement payments are acquired.

(5) Responsible administrative authority.--The term "responsible administrative authority" means the

administrative authority which had jurisdiction over the underlying action or proceeding which was resolved by means of the structured settlement.

(6) State.--The term "State" includes the Commonwealth of Puerto Rico and any possession of the United States.

(d) Coordination with other provisions.--

(1) In general.--If the applicable requirements of sections 72, 104(a)(1), 104(a)(2), 130, and 461(h) were satisfied at the time the structured settlement involving structured settlement payment rights was entered into, the subsequent occurrence of a **structured settlement factoring transaction** shall not affect the application of the provisions of such sections to the parties to the structured settlement (including an assignee under a qualified assignment under section 130) in any taxable year.

(2) No withholding of tax.--The provisions of section 3405 regarding withholding of tax shall not apply to the person making the payments in the event of a **structured settlement factoring transaction**.

CREDIT(S)
2002 Pocket Part

(Added Pub.L. 107-134, Title I, § 115(a), Jan. 23, 2002, 115 Stat. 2436.)

<General Materials (GM) - References, Annotations, or Tables>

HISTORICAL AND STATUTORY NOTES

Revision Notes and Legislative Reports

2002 Acts. Statement of President, see 2001 U.S. Code Cong. and Adm. News, p. 1812.

Effective and Applicability Provisions

2002 Acts. Pub.L. 107-134, Title I, § 115(c), Jan. 23, 2002, 115 Stat. 2438, provided that:

"(1) In general.--The amendments made by this section [enacting this chapter] (other than the provisions of section 5891(d) of the Internal Revenue Code of 1986, as added by this section [26 U.S.C.A. § 5891(d)]) shall apply to **structured settlement factoring transactions** (as defined in section 5891(c) of such Code (as so added) [26 U.S.C.A. § 5891(c)]) entered into on or after the 30th day following the date of the enactment of this Act [Jan. 23, 2002].

"(2) Clarification of existing law.--Section 5891(d) of such Code (as so added) [26 U.S.C.A. § 5891(d)] shall apply to **structured settlement factoring transactions** (as defined in section 5891(c) of such Code (as so added) [26 U.S.C.A. § 5891(c)]) entered into before, on, or after such 30th day.

"(3) Transition rule.--In the case of a **structured settlement factoring transaction** entered into during the period beginning on the 30th day following the date of the enactment of this Act [Jan. 23, 2002] and ending on July 1,

2002, no tax shall be imposed under section 5891(a) of such Code [26 U.S.C.A. § 5891(a)] if--

"(A) The structured settlement payee is domiciled in a State (or possession of the United States) which has not enacted a statute providing that the **structured settlement factoring transaction** is ineffective unless the transaction has been approved by an order, judgment, or decree of a court (or where applicable, a responsible administrative authority) which finds that such transaction--

"(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 the structured settlement payee or is appropriate in light of a hardship faced by the payee; and

"(B) the person acquiring the structured settlement payment rights discloses to the structured settlement payee in advance of the **structured settlement factoring transaction** the amounts and due dates of the payments to be transferred, the aggregate amount to be transferred, the consideration to be received by the structured settlement payee for the transferred payments, the discounted present value of the transferred payments (including the present value as determined in the manner described in section 7520 of such Code [26 U.S.C.A. § 7520]), and the expenses required under the terms of the **structured settlement factoring transaction** to be paid by the structured settlement payee or deducted from the proceeds of such transaction."

26 U.S.C.A. § 5891

26 USCA § 5891

END OF DOCUMENT

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

IN RE: PETITION OF SARAH RAE :
ALICEA, a/k/a SARAH : No.
BRUNSWICK, a/k/a SARAH :
RAE BRUNSWICK TO TRANSFER :
STRUCTURED SETTLEMENT :
PAYMENT RIGHTS :

FINAL ORDER

AND NOW, this ____ day of _____, 2006, upon presentation of the Petition of Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick to Transfer Structured Settlement Payment Rights pursuant to the Structured Settlement Protection Act, 40 P.S. §§ 4001-4009, it appearing to this Court that proper notice of the filing and presentation of this Petition was given to Fidelity and Guaranty Assignment, LLC (hereinafter referred to as "Settlement Obligor") and to Fidelity and Guaranty Life Insurance Company (hereinafter referred to as "Annuity Issuer"); and it further appearing that Settlement Obligor and Annuity Issuer have not answered or otherwise appeared; after due consideration, this Court finds as follows:

1. This Court has subject matter and personal jurisdiction.

2. The 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 workers' compensation claims.

3. Not less than ten (10) days prior to the date upon which the Petitioner first incurred any obligation with respect to the transfer, the Transferee, Settlement Funding, LLC provided the Petitioner a disclosure statement setting forth in boldface, minimum 12-point size type all of the following:

- a. The amounts and due dates of the structured settlement payments to be transferred.
- b. The aggregate amount of such payments.
- c. The discounted present value of such payments, together with the discount rate or rates used in determining such discounted present value.
- d. The gross amount payable to the Petitioner in exchange for such payments.
- e. An itemized listing of all brokers' commissions, service charges, application or processing fees, closing costs, filing or administrative charges, legal fees, notary fees and other commissions, fees, costs, expenses and charges payable by the Petitioner or deductible from the gross amount otherwise payable to the Petitioner.

- f. The net amount payable to the Petitioner after deduction of all commissions, fees, costs, expenses, and charges described above.
- g. The quotient, expressed as a percentage, obtained by dividing the net payment amount by the discounted present value of the payments.
- h. The amount of any penalty and the aggregate of any liquidated damages, inclusive of penalties, payable by the Petitioner in the event of any breach of the transfer agreement by the Petitioner.

4. The Petitioner has established that the transfer is in her best interests, taking into account the welfare and support of the Petitioner's dependents, if any, at time of entry of this Order of Court.

5. The Petitioner has received, as reflected in her Affidavit (Exhibit "C"), as well as in her Acknowledgement (Exhibit "F"), independent legal advice regarding the implications of the transfer, including consideration of the tax ramifications of the transfer.

6. The transfer has been expressly approved in writing by the Petitioner, and at the time the Petitioner and the Transferee proposed to enter into the Transfer Agreement, a favorable tax result was in effect. The approvals of the Annuity Issuer and Settlement Obligor are not required.

7. The Petitioner has given written notice pursuant to 40 P.S. § 4003 (a)(6) of the Transferee's name, address, and taxpayer identification number to the Annuity Issuer, and the Structured Settlement Obligor, and a copy of the written notice has been filed with the Court.

8. Prior to entering into the Transfer Agreement the Petitioner was provided with a written notice on a separate sheet that contains the following, in boldface, minimum 12-point size type required by 40 P.S. §§ 4003 (b):

"IMPORTANT NOTICE: You are strongly urged to consult with an attorney who can advise you of the potential tax consequences of this transaction."

9. Not less than 20 days prior to the scheduled hearing on the petition for authorization of a transfer of structured settlement payment rights under 40 P.S. § 4003, the Petitioner filed with the court and served on the Transferee a notice of the proposed transfer and the application for its authorization, as well as a copy of the Petitioner's Petition to the Court, a copy of the transfer agreement, a copy of the disclosure statement required under 40 P.S. § 4003, notification that the Transferee, the structured settlement obligor and/or the annuity issuer 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 participating in the hearing; and notification of the time and place of the hearing and the manner in which and the time by which written responses to the petition must be filed.

10. The Transfer Agreement does not authorize Transferee or any other party to confess judgment or consent to entry of judgment against Petitioner.

NOW THEREFORE, in consideration of the foregoing findings, it is hereby ORDERED, ADJUDGED and DECREED that the Petition to Transfer Structured Settlement Payment Rights pursuant to the Structured Settlement Protection Act, 40 P.S. §§ 4001-4009 be, and hereby is, GRANTED as follows:

A. The transfer by Petitioner, Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick, to Transferee, Settlement Funding, LLC, of the Transferred Payments (consisting of 120 monthly payments each in the amount of \$375.00 commencing on January 1, 2009 through and including December 1, 2018; 70 monthly payments each in the amount of \$756.00 commencing on January 1, 2019 through and including October 1, 2024; and 20 monthly payments each in the amount of \$1,081.00 commencing on November 1, 2024 through and including June 1, 2026) is approved.

B. The Settlement Obligor shall direct the Annuity Issuer to send the Transferred Payments to Settlement Funding and its successors and/or assigns at the following address:

Settlement Funding LLC
P.O. Box 116476
Atlanta, GA 30368-6476

or such other address as Settlement Funding and its successors and/or assigns may designate upon written notice to Settlement Obligor, and the Annuity Issuer. Settlement Obligor and the Annuity Issuer shall not be required to change the address for the Transferred Payments absent payment of a reasonable administrative fee, which shall not be charged to or paid by the Payee.

C. Petitioner, Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick, shall retain all right and interest in receiving the remaining balance not assigned of all payments described in paragraph 7 of the Petition.

D. Settlement Funding, LLC and its successors and/or assigns shall defend, indemnify and hold harmless (collectively, the "Indemnity Agreement") the Settlement Obligor, and the Annuity Issuer, from any claims, liability or damages, including, but not limited to, reasonable costs and attorneys' fees, arising from or in connection with (a)

any disclosures made in or related to this Order of Court;
(b) compliance by the Settlement Obligor, and the Annuity Issuer, with this Order of Court; and/or (c) the Transferee's failure to comply with the Act.

E. Settlement Funding and Petitioner, Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick, agree that the terms of this Order of Court are based exclusively upon the facts, representations and circumstances of this particular case. Nothing in this Order of Court shall preclude Settlement Obligor, and the Annuity Issuer, from contesting any other proposed transfer of structured settlement payment rights, whether on the basis of applicable law or fact.

F. This Order is entered without prejudice to the rights of Settlement Obligor or Annuity Issuer, and the Court makes no findings regarding the enforceability of any non-assignment provision(s) contained in the structured settlement agreement or related documents; provided, however, that the transfer of the Transferred Payments, as provided in this Order shall be valid and enforceable against Settlement Obligor, and the Annuity Issuer, in accordance with its terms. This Order shall not be construed as legal precedent nor be cited as legal authority pertaining to any matter. Nothing contained in

this Order of Court shall be deemed to afford Petitioner, Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick, and Settlement Funding, LLC any rights of ownership or control of the annuity, or shall otherwise affect the exclusive ownership and control of the annuity by Settlement Obligor.

G. Pursuant to the Act, this Court orders that Settlement Obligor, and the Annuity Issuer, are hereby discharged and immune from all liability to the Petitioner, any person asserting a legal interest through the Petitioner, or to any other person or entity (except Settlement Funding, LLC per the terms of this Order) for the Transferred Payments or for disclosures made in or related to this Order.

H. Compliance with the requirements and fulfillment of the conditions set forth in the Act shall be solely the responsibility of the Transferee in the transfer of the Transferred Payments, and neither Settlement Obligor nor the Annuity Issuer shall bear any responsibility for, or any liability arising from, non-compliance with those requirements or failure to fulfill those conditions.

I. This Order shall be read in conjunction with prior order(s) of this or any other Court transferring payments to Settlement Funding, LLC and the payments

transferred herein shall be in addition to payments transferred pursuant to any such prior order(s).

J. Settlement Obligor and Annuity Issuer are directed to issue a formal acknowledgement letter of the transfer within twenty (20) days of the date of receipt of this Order. The formal acknowledgement letter shall be delivered to Settlement Funding, LLC at 3301 Quantum Boulevard, Boynton Beach, FL 33426.

K. The death of Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick prior to the due date of the last Assigned Payment shall not affect the transfer of the Assigned Payments from Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick to Settlement Funding, and Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick understands that she is giving up her rights, and the rights of her heirs, successors and/or beneficiaries, to the Assigned Payments.

L. All interested parties, including Petitioner, the Transferee, the Structured Settlement Obligor, and the Annuity Issuer shall abide by the terms of the Transfer Agreement in every respect. This Order shall be considered a "qualified order" for purposes of 26 U.S.C.A. § 5891. Notice of the entry of this Order shall be served by Petitioner on all parties and Proof of Service shall be

1
filed with the Court. Jurisdiction shall remain with this Court.

BY THE COURT:

J.

FILED

JUN 14 2007

William A. Shaw
Prothonotary/Clerk of Courts

1A

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

IN RE: PETITION OF SARAH RAE :
ALICEA, a/k/a SARAH :
BRUNSWICK, a/k/a SARAH :
RAE BRUNSWICK TO TRANSFER :
STRUCTURED SETTLEMENT :
PAYMENT RIGHTS :

No. 2006. 948. CD

FILED

0/8:43am

300 Atty
R. R. R.

JUN 19 2006

GR

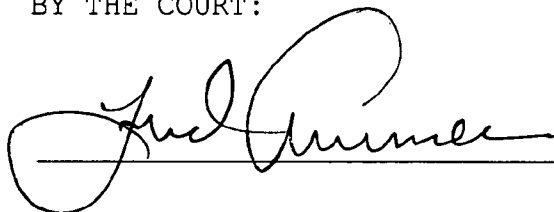
ORDER SCHEDULING HEARING DATE

William A. Shaw
Prothonotary

AND NOW, this 15 day of June, 2006, upon
the filing of the Petition to Transfer Structured Settlement
Payment Rights herein, it is hereby ORDERED that a hearing is
set for the 18th day of July, 2006 at 10:00 (A.M.)/P.M.,
in Courtroom No. 1 of the Clearfield County Courthouse,
before the Honorable Fredric J. Ammerman.

Petitioner shall provide notice of the time and date set
for hearing, a copy of the Petition, and the Transfer
Disclosure, to the Settlement Obligor, and the Annuity Issuer,
and shall in all other respects comply with the terms of the
Structured Settlement Protection Act, 40 P.S. §§ 4001-4009.

BY THE COURT:



J.

DATE: 6-19-06

☒ You are responsible for serving all appropriate parties.

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

____ Plaintiff(s) ☒ Plaintiff(s) Attorney ____ Other

____ Defendant(s) ____ Defendant(s) Attorney

____ Special Instructions:

FILED

JUN 19 2006

William A. Shaw
Probationary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

IN RE: PETITION OF SARAH RAE :
ALICEA, a/k/a SARAH : No. 2006-948-CD
BRUNSWICK, a/k/a SARAH :
RAE BRUNSWICK TO TRANSFER :
STRUCTURED SETTLEMENT :
PAYMENT RIGHTS :

FILED *no cc*
JUN 22 2006
11:14 AM
William A. Shaw
Prothonotary/Clerk of Courts

**NOTICE OF HEARING FOR TRANSFER OF
STRUCTURED SETTLEMENT PAYMENT RIGHTS**

Please take notice that a Petition to Transfer Structured Settlement Payment Rights has been filed in the Court of Common Pleas of Cambria County, Pennsylvania. Responses or objections of the transferee, structured settlement obligor or the annuity issuer, must be brought before the court at a hearing set for **Tuesday, July 18, 2006 at 10:00 a.m.**, in the Clearfield County Courthouse, Courtroom 1, before the Honorable Fredric J. Ammerman, Clearfield, Pennsylvania. Provided with this notice is a copy of the scheduling Order issued by the Court, attached as Exhibit "A."

Pursuant to 40 P.S. § 4003 (6) notice of the transferee's name, address and taxpayer identification number are as follows:

Settlement Funding, LLC
3301 Quantum Boulevard
Boynton Beach, FL 33426
(TIN: 58-2292928)

Respectfully submitted,
Swartz Campbell LLC

By:



Ronald E. Reitz
Pa. I.D. No. 55408

4750 US Steel Tower
600 Grant Street
Pittsburgh, PA 15219
(412) 232-9800

Attorney for Petitioner,
Sarah Rae Alicea, a/k/a Sarah
Brunswick, a/k/a Sarah Rae
Brunswick

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this
NOTICE OF HEARING FOR TRANSFER OF STRUCTURED SETTLEMENT
PAYMENT RIGHTS has been served by certified mail, return-
receipt requested on this 20th day of June 2006, on:

Fidelity & Guaranty Assignment, LLC
1001 Fleet Street
6th Floor
Baltimore, MD 21202
("Settlement Obligor")

Fidelity & Guaranty Life Insurance Company
1001 Fleet Street
6th Floor
Baltimore, MD 21202
("Annuity Issuer")

and by regular U.S. mail, postage prepaid to:

Susan Cast, Esq.
Settlement Funding LLC
Peachtree Settlement Funding
3301 Quantum Boulevard
Boynton Beach, FL 33426
("Transferee")

Sarah Alicea
1715 Treasure Lake
DuBois, PA 15801-9046
("Petitioner")

Swartz Campbell LLC

By: 

Ronald E. Keitz

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

IN RE: PETITION OF SARAH RAE :
ALICEA, a/k/a SARAH : No. 2006-948-CD
BRUNSWICK, a/k/a SARAH :
RAE BRUNSWICK TO TRANSFER :
STRUCTURED SETTLEMENT :
PAYMENT RIGHTS :

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

JUN 19 2006

ORDER SCHEDULING HEARING DATE

Attest.

[Signature]
Notary/
Clerk of Courts

AND NOW, this 15th day of June, 2006, upon
the filing of the Petition to Transfer Structured Settlement
Payment Rights herein, it is hereby ORDERED that a hearing is
set for the 18th day of July, 2006 at 10:00 (A.M.) /P.M.,
in Courtroom No. 1 of the Clearfield County Courthouse,
before the Honorable Fredric J. Ammerman.

Petitioner shall provide notice of the time and date set
for hearing, a copy of the Petition, and the Transfer
Disclosure, to the Settlement Obligor, and the Annuity Issuer,
and shall in all other respects comply with the terms of the
Structured Settlement Protection Act, 40 P.S. §§ 4001-4009.

BY THE COURT:

/s/ Fredric J Ammerman

J.



FILED ^{acc}
07/10/2006
JUL 18 2006
Atty Reitz
@

William A. Shaw
Prothonotary/Clerk of Courts

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

IN RE: PETITION OF SARAH RAE :
ALICEA, a/k/a SARAH : No. 2006-948 CD
BRUNSWICK, a/k/a SARAH :
RAE BRUNSWICK TO TRANSFER :
STRUCTURED SETTLEMENT :
PAYMENT RIGHTS :

FINAL ORDER

AND NOW, this 18th day of July, 2006, upon presentation of the Petition of Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick to Transfer Structured Settlement Payment Rights pursuant to the Structured Settlement Protection Act, 40 P.S. §§ 4001-4009, it appearing to this Court that proper notice of the filing and presentation of this Petition was given to Fidelity and Guaranty Assignment, LLC (hereinafter referred to as "Settlement Obligor") and to Fidelity and Guaranty Life Insurance Company (hereinafter referred to as "Annuity Issuer"); and it further appearing that Settlement Obligor and Annuity Issuer have not answered or otherwise appeared; after due consideration, this Court finds as follows:

1. This Court has subject matter and personal jurisdiction.

2. The 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 workers' compensation claims.

3. Not less than ten (10) days prior to the date upon which the Petitioner first incurred any obligation with respect to the transfer, the Transferee, Settlement Funding, LLC provided the Petitioner a disclosure statement setting forth in boldface, minimum 12-point size type all of the following:

- a. The amounts and due dates of the structured settlement payments to be transferred.
- b. The aggregate amount of such payments.
- c. The discounted present value of such payments, together with the discount rate or rates used in determining such discounted present value.
- d. The gross amount payable to the Petitioner in exchange for such payments.
- e. An itemized listing of all brokers' commissions, service charges, application or processing fees, closing costs, filing or administrative charges, legal fees, notary fees and other commissions, fees, costs, expenses and charges payable by the Petitioner or deductible from the gross amount otherwise payable to the Petitioner.

- f. The net amount payable to the Petitioner after deduction of all commissions, fees, costs, expenses, and charges described above.
- g. The quotient, expressed as a percentage, obtained by dividing the net payment amount by the discounted present value of the payments.
- h. The amount of any penalty and the aggregate of any liquidated damages, inclusive of penalties, payable by the Petitioner in the event of any breach of the transfer agreement by the Petitioner.

4. The Petitioner has established that the transfer is in her best interests, taking into account the welfare and support of the Petitioner's dependents, if any, at time of entry of this Order of Court.

5. The Petitioner has received, as reflected in her Affidavit (Exhibit "C"), as well as in her Acknowledgement (Exhibit "F"), independent legal advice regarding the implications of the transfer, including consideration of the tax ramifications of the transfer.

6. The transfer has been expressly approved in writing by the Petitioner, and at the time the Petitioner and the Transferee proposed to enter into the Transfer Agreement, a favorable tax result was in effect. The approvals of the Annuity Issuer and Settlement Obligor are not required.

7. The Petitioner has given written notice pursuant to 40 P.S. § 4003 (a)(6) of the Transferee's name, address, and taxpayer identification number to the Annuity Issuer, and the Structured Settlement Obligor, and a copy of the written notice has been filed with the Court.

8. Prior to entering into the Transfer Agreement the Petitioner was provided with a written notice on a separate sheet that contains the following, in boldface, minimum 12-point size type required by 40 P.S. §§ 4003 (b):

"IMPORTANT NOTICE: You are strongly urged to consult with an attorney who can advise you of the potential tax consequences of this transaction."

9. Not less than 20 days prior to the scheduled hearing on the petition for authorization of a transfer of structured settlement payment rights under 40 P.S. § 4003, the Petitioner filed with the court and served on the Transferee a notice of the proposed transfer and the application for its authorization, as well as a copy of the Petitioner's Petition to the Court, a copy of the transfer agreement, a copy of the disclosure statement required under 40 P.S. § 4003, notification that the Transferee, the structured settlement obligor and/or the annuity issuer 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 participating in the hearing; and notification of the time and place of the hearing and the manner in which and the time by which written responses to the petition must be filed.

10. The Transfer Agreement does not authorize Transferee or any other party to confess judgment or consent to entry of judgment against Petitioner.

NOW THEREFORE, in consideration of the foregoing findings, it is hereby ORDERED, ADJUDGED and DECREED that the Petition to Transfer Structured Settlement Payment Rights pursuant to the Structured Settlement Protection Act, 40 P.S. §§ 4001-4009 be, and hereby is, GRANTED as follows:

A. The transfer by Petitioner, Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick, to Transferee, Settlement Funding, LLC, of the Transferred Payments from policy number I678625 (consisting of 120 monthly payments each in the amount of \$375.00 commencing on January 1, 2009 through and including December 1, 2018; 70 monthly payments each in the amount of \$756.00 commencing on January 1, 2019 through and including October 1, 2024; and 20 monthly payments each in the amount of \$1,081.00 commencing on November 1, 2024 through and including June 1, 2026) is approved.

B. The Settlement Obligor shall direct the Annuity Issuer to send the Transferred Payments to Settlement Funding and its successors and/or assigns at the following address:

Settlement Funding LLC
P.O. Box 116476
Atlanta, GA 30368-6476

or such other address as Settlement Funding and its successors and/or assigns may designate upon written notice to Settlement Obligor, and the Annuity Issuer. Settlement Obligor and the Annuity Issuer shall not be required to change the address for the Transferred Payments absent payment of a reasonable administrative fee, which shall not be charged to or paid by the Payee.

C. Petitioner, Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick, shall retain all right and interest in receiving the remaining balance not assigned of all payments described in paragraph 7 of the Petition.

D. Settlement Funding, LLC and its successors and/or assigns shall defend, indemnify and hold harmless Fidelity and Guaranty Assignment, LLC and Fidelity and Guaranty Life Insurance Company and their respective 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 and the Assigned Payment(s) that is the subject of this Order.

E. Settlement Funding and Petitioner, Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick, agree that the terms of this Order of Court are based exclusively upon the facts, representations and circumstances of this particular case. Nothing in this Order of Court shall preclude Settlement Obligor, and the Annuity Issuer, from contesting any other proposed transfer of structured settlement payment rights, whether on the basis of applicable law or fact.

F. This Order is entered without prejudice to the rights of Fidelity and Guaranty Assignment, LLC and Fidelity and Guaranty Life Insurance Company, and the Court makes no findings concerning the enforceability of any non-assignment provision(s) contained in any documents related to the annuity or this transaction, or related documents. Nothing contained in this Order shall be deemed to afford the Payee any rights of ownership or control of the annuity contract which funds the settlement payments to the Payee or shall otherwise affect the exclusive ownership and control of such annuity contract by Fidelity and

Guaranty Assignment, LLC or Fidelity and Guaranty Life Insurance Company

G. Pursuant to the Act, this Court orders that Settlement Obligor, and the Annuity Issuer, are hereby discharged and immune from all liability to the Petitioner, any person asserting a legal interest through the Petitioner, or to any other person or entity (except Settlement Funding, LLC per the terms of this Order) for the Transferred Payments or for disclosures made in or related to this Order.

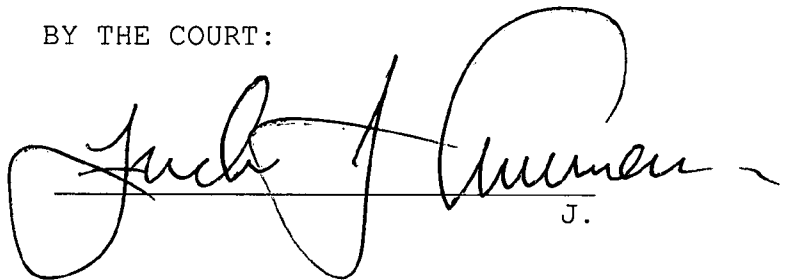
H. Compliance with the requirements and fulfillment of the conditions set forth in the Act shall be solely the responsibility of the Transferee in the transfer of the Transferred Payments, and neither Settlement Obligor nor the Annuity Issuer shall bear any responsibility for, or any liability arising from, non-compliance with those requirements or failure to fulfill those conditions.

I. This Order shall be read in conjunction with prior order(s) of this or any other Court transferring payments to Settlement Funding, LLC and the payments transferred herein shall be in addition to payments transferred pursuant to any such prior order(s).

J. The death of Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick prior to the due date of the last Assigned Payment shall not affect the transfer of the Assigned Payments from Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick to Settlement Funding, and Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick understands that she is giving up her rights, and the rights of her heirs, successors and/or beneficiaries, to the Assigned Payments.

K. All interested parties, including Petitioner, the Transferee, the Structured Settlement Obligor, and the Annuity Issuer shall abide by the terms of the Transfer Agreement in every respect. This Order shall be considered a "qualified order" for purposes of 26 U.S.C.A. § 5891. Notice of the entry of this Order shall be served by Petitioner on all parties and Proof of Service shall be filed with the Court. Jurisdiction shall remain with this Court.

BY THE COURT:



J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

IN RE: PETITION OF SARAH RAE :
ALICEA, a/k/a SARAH : No. 2006-948-CD
BRUNSWICK, a/k/a SARAH :
RAE BRUNSWICK TO TRANSFER :
STRUCTURED SETTLEMENT :
PAYMENT RIGHTS :

NOTICE OF FINAL ORDER

PLEASE TAKE NOTICE that a Final Order approving the Transfer of Structured Settlement Payment Rights has been entered in this matter. A true and correct copy of the Final Order is attached to this notice as Exhibit "A".

SWARTZ CAMPBELL LLC

By: 

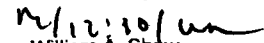

Ronald E. Reitz
Pa. I.D. No. 55408

4750 U.S. Steel Tower
600 Grant St.
Pittsburgh, PA 15219
412.232.9800

Attorney for Petitioner,
Sarah Rae Alicea, a/k/a
Sarah Brunswick, a/k/a
Sarah Rae Brunswick

FILED

JUL 24 2006


William A. Shaw
Prothonotary/Clerk of Courts
No 9/c 

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing NOTICE OF FINAL ORDER was served on the parties listed below via U.S First Class Mail, postage pre-paid, on this 13th day of July 2006:

Fidelity & Guaranty Assignment, LLC
1001 Fleet Street
6th Floor
Baltimore, MD 21202
("Settlement Obligor")

Fidelity & Guaranty Life Insurance Company
1001 Fleet Street
6th Floor
Baltimore, MD 21202
("Annuity Issuer")

Kurt Moody, Esq.
Settlement Funding LLC
Peachtree Settlement Funding
3301 Quantum Boulevard
Boynton Beach, FL 33426
("Transferee")

Sarah Alicea
1715 Treasure Lake
DuBois, PA 15801-9046
("Petitioner")

Swartz Campbell LLC

By: 

Ronald E. Reitz

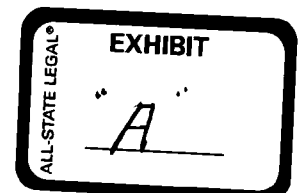
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

IN RE: PETITION OF SARAH RAE :
ALICEA, a/k/a SARAH : No. 2006 - 948 CD
BRUNSWICK, a/k/a SARAH :
RAE BRUNSWICK TO TRANSFER :
STRUCTURED SETTLEMENT :
PAYMENT RIGHTS :

FINAL ORDER

AND NOW, this 18th day of July, 2006, upon presentation of the Petition of Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick to Transfer Structured Settlement Payment Rights pursuant to the Structured Settlement Protection Act, 40 P.S. §§ 4001-4009, it appearing to this Court that proper notice of the filing and presentation of this Petition was given to Fidelity and Guaranty Assignment, LLC (hereinafter referred to as "Settlement Obligor") and to Fidelity and Guaranty Life Insurance Company (hereinafter referred to as "Annuity Issuer"); and it further appearing that Settlement Obligor and Annuity Issuer have not answered or otherwise appeared; after due consideration, this Court finds as follows:

1. This Court has subject matter and personal jurisdiction.



2. The 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 workers' compensation claims.

3. Not less than ten (10) days prior to the date upon which the Petitioner first incurred any obligation with respect to the transfer, the Transferee, Settlement Funding, LLC provided the Petitioner a disclosure statement setting forth in boldface, minimum 12-point size type all of the following:

- a. The amounts and due dates of the structured settlement payments to be transferred.
- b. The aggregate amount of such payments.
- c. The discounted present value of such payments, together with the discount rate or rates used in determining such discounted present value.
- d. The gross amount payable to the Petitioner in exchange for such payments.
- e. An itemized listing of all brokers' commissions, service charges, application or processing fees, closing costs, filing or administrative charges, legal fees, notary fees and other commissions, fees, costs, expenses and charges payable by the Petitioner or deductible from the gross amount otherwise payable to the Petitioner.

- f. The net amount payable to the Petitioner after deduction of all commissions, fees, costs, expenses, and charges described above.
- g. The quotient, expressed as a percentage, obtained by dividing the net payment amount by the discounted present value of the payments.
- h. The amount of any penalty and the aggregate of any liquidated damages, inclusive of penalties, payable by the Petitioner in the event of any breach of the transfer agreement by the Petitioner.

4. The Petitioner has established that the transfer is in her best interests, taking into account the welfare and support of the Petitioner's dependents, if any, at time of entry of this Order of Court.

5. The Petitioner has received, as reflected in her Affidavit (Exhibit "C"), as well as in her Acknowledgement (Exhibit "F"), independent legal advice regarding the implications of the transfer, including consideration of the tax ramifications of the transfer.

6. The transfer has been expressly approved in writing by the Petitioner, and at the time the Petitioner and the Transferee proposed to enter into the Transfer Agreement, a favorable tax result was in effect. The approvals of the Annuity Issuer and Settlement Obligor are not required.

7. The Petitioner has given written notice pursuant to 40 P.S. § 4003 (a)(6) of the Transferee's name, address, and taxpayer identification number to the Annuity Issuer, and the Structured Settlement Obligor, and a copy of the written notice has been filed with the Court.

8. Prior to entering into the Transfer Agreement the Petitioner was provided with a written notice on a separate sheet that contains the following, in boldface, minimum 12-point size type required by 40 P.S. §§ 4003 (b):

"IMPORTANT NOTICE: You are strongly urged to consult with an attorney who can advise you of the potential tax consequences of this transaction."

9. Not less than 20 days prior to the scheduled hearing on the petition for authorization of a transfer of structured settlement payment rights under 40 P.S. § 4003, the Petitioner filed with the court and served on the Transferee a notice of the proposed transfer and the application for its authorization, as well as a copy of the Petitioner's Petition to the Court, a copy of the transfer agreement, a copy of the disclosure statement required under 40 P.S. § 4003, notification that the Transferee, the structured settlement obligor and/or the annuity issuer 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 participating in the hearing; and notification of the time and place of the hearing and the manner in which and the time by which written responses to the petition must be filed.

10. The Transfer Agreement does not authorize Transferee or any other party to confess judgment or consent to entry of judgment against Petitioner.

NOW THEREFORE, in consideration of the foregoing findings, it is hereby ORDERED, ADJUDGED and DECREED that the Petition to Transfer Structured Settlement Payment Rights pursuant to the Structured Settlement Protection Act, 40 P.S. §§ 4001-4009 be, and hereby is, GRANTED as follows:

A. The transfer by Petitioner, Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick, to Transferee, Settlement Funding, LLC, of the Transferred Payments from policy number I678625 (consisting of 120 monthly payments each in the amount of \$375.00 commencing on January 1, 2009 through and including December 1, 2018; 70 monthly payments each in the amount of \$756.00 commencing on January 1, 2019 through and including October 1, 2024; and 20 monthly payments each in the amount of \$1,081.00 commencing on November 1, 2024 through and including June 1, 2026) is approved.

B. The Settlement Obligor shall direct the Annuity Issuer to send the Transferred Payments to Settlement Funding and its successors and/or assigns at the following address:

Settlement Funding LLC
P.O. Box 116476
Atlanta, GA 30368-6476

or such other address as Settlement Funding and its successors and/or assigns may designate upon written notice to Settlement Obligor, and the Annuity Issuer. Settlement Obligor and the Annuity Issuer shall not be required to change the address for the Transferred Payments absent payment of a reasonable administrative fee, which shall not be charged to or paid by the Payee.

C. Petitioner, Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick, shall retain all right and interest in receiving the remaining balance not assigned of all payments described in paragraph 7 of the Petition.

D. Settlement Funding, LLC and its successors and/or assigns shall defend, indemnify and hold harmless Fidelity and Guaranty Assignment, LLC and Fidelity and Guaranty Life Insurance Company and their respective 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 and the Assigned Payment(s) that is the subject of this Order.

E. Settlement Funding and Petitioner, Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick, agree that the terms of this Order of Court are based exclusively upon the facts, representations and circumstances of this particular case. Nothing in this Order of Court shall preclude Settlement Obligor, and the Annuity Issuer, from contesting any other proposed transfer of structured settlement payment rights, whether on the basis of applicable law or fact.

F. This Order is entered without prejudice to the rights of Fidelity and Guaranty Assignment, LLC and Fidelity and Guaranty Life Insurance Company, and the Court makes no findings concerning the enforceability of any non-assignment provision(s) contained in any documents related to the annuity or this transaction, or related documents. Nothing contained in this Order shall be deemed to afford the Payee any rights of ownership or control of the annuity contract which funds the settlement payments to the Payee or shall otherwise affect the exclusive ownership and control of such annuity contract by Fidelity and

Guaranty Assignment, LLC or Fidelity and Guaranty Life Insurance Company

G. Pursuant to the Act, this Court orders that Settlement Obligor, and the Annuity Issuer, are hereby discharged and immune from all liability to the Petitioner, any person asserting a legal interest through the Petitioner, or to any other person or entity (except Settlement Funding, LLC per the terms of this Order) for the Transferred Payments or for disclosures made in or related to this Order.

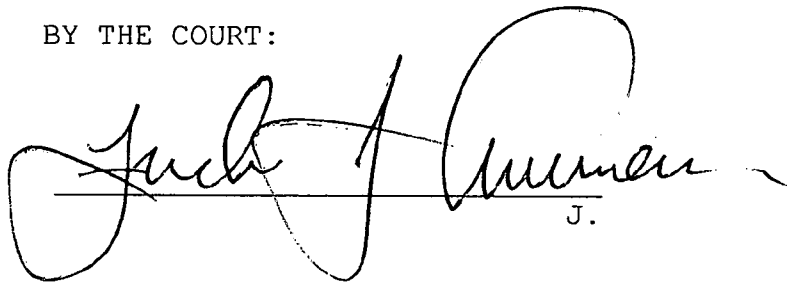
H. Compliance with the requirements and fulfillment of the conditions set forth in the Act shall be solely the responsibility of the Transferee in the transfer of the Transferred Payments, and neither Settlement Obligor nor the Annuity Issuer shall bear any responsibility for, or any liability arising from, non-compliance with those requirements or failure to fulfill those conditions.

I. This Order shall be read in conjunction with prior order(s) of this or any other Court transferring payments to Settlement Funding, LLC and the payments transferred herein shall be in addition to payments transferred pursuant to any such prior order(s).

J. The death of Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick prior to the due date of the last Assigned Payment shall not affect the transfer of the Assigned Payments from Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick to Settlement Funding, and Sarah Rae Alicea, a/k/a Sarah Brunswick, a/k/a Sarah Rae Brunswick understands that she is giving up her rights, and the rights of her heirs, successors and/or beneficiaries, to the Assigned Payments.

K. All interested parties, including Petitioner, the Transferee, the Structured Settlement Obligor, and the Annuity Issuer shall abide by the terms of the Transfer Agreement in every respect. This Order shall be considered a "qualified order" for purposes of 26 U.S.C.A. § 5891. Notice of the entry of this Order shall be served by Petitioner on all parties and Proof of Service shall be filed with the Court. Jurisdiction shall remain with this Court.

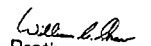
BY THE COURT:


J.

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

JUL 18 2006

Attest.


Prothonotary/
Clerk of Courts