

STRUCTURE BROKER'S AFFIDAVIT

(NAME OF COURT)

-----x

(CASE CAPTION)

\_\_\_\_\_ an infant, by his/her Parent and Natural  
Guardian \_\_\_\_\_; and \_\_\_\_\_,  
individually,

Docket No. \_\_\_\_\_

Plaintiffs,

-against-

STRUCTURE BROKER'S AFFIDAVIT

Defendants.

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UNDER THE PENALTIES FOR PERJURY, I \_\_\_\_\_ [Insert Name of Broker] \_\_\_\_\_, of  
\_\_\_\_\_ [Insert Name of Company] \_\_\_\_\_, acting as structured settlement  
consultant in the above matter hereby warrant and represent, under oath, having first been duly  
sworn, the following facts to be true, complete and accurate to the best of my knowledge,  
information and belief:

1. No rebates, service fees, administrative fees, or other financial consideration of any kind or in any amount has been paid, will be paid or had been promised to be paid to any party, insurer, attorney, guardian or any other person, firm or corporation associated with this case by me or by my above stated company either directly or indirectly, by virtue of the structured settlement or otherwise, relating to this matter.
2. The cost to the defendant(s) and/or casualty insurer(s) of the structured settlement portion of the settlement in this case is \$ \_\_\_\_\_ inclusive of any applicable qualified assignment fee; and this cost to purchase the proposed annuity, was arrived at after a survey of the market of annuity providers in order to confirm and obtain the best value (price/quality) for the periodic payment plan now recommended.

3. (Insert name of Defendant or Insurer) will make the following future periodic payments to (Name of Annuitant):

[Provide full benefit payment schedule]

4. The obligation of (Name of Defendant or Insurer) to make the above future periodic payments will be assigned to \_\_\_\_\_, the Assignee. (Assignee) may fund the obligation assumed by the purchase of an annuity from (Insert name of annuity issuer), an A.M. Best Company rated A+ or A++ insurer. A guarantee letter will be issued by (Insert name of guarantor) to guarantee the performance of said assignee.
5. The Annuity Issuer company above named, is licensed to issue insurance and annuity products in the State of New York.
6. The standard industry commission that we are receiving in this case is based on 4% of the premium of \$ \_\_\_\_\_. This commission is paid by (annuity issuer) \_\_\_\_\_, the life insurer issuing the annuity policy.

[If more than one broker is sharing in the commission, set forth the details supporting same].

7. The annuity being provided in this case is based upon guaranteed non-life contingent payments for the plaintiff, who is presently \_\_\_\_\_ years of age, having been born on \_\_\_\_\_. The annuity cost set forth in number two above reflects this non life contingent annuity cost;

Or

The life insurer(s) providing the annuity or annuities in this case has rated the plaintiff, who is presently \_\_\_\_ years of age, having been born on \_\_\_\_\_, up to age \_\_\_\_\_ by reason of plaintiff's medical condition. The annuity cost set forth in number two above reflects this rated age with regard to all life contingent annuity benefit payments. Period certain only payments and guaranteed lump sum payments are not affected by rated age;

Or

By reason of said plaintiff's non life impairing medical condition, the annuity being provided in this case is based upon a standard age quote for the plaintiff, who is presently years of age \_\_\_\_\_ having been born on \_\_\_\_\_. The annuity cost set forth in number two above reflects this standard age rating. Period certain only payments and guaranteed lump sum payments are not affected by a rated age.

8. Medical underwriting is inapplicable in guaranteed non-life contingent cases;

Or

No medical underwriting has taken place or will take place after the agreement to settle has been reached without full disclosure to both plaintiff and defendant. No post settlement medical underwriting has or will take place to secretly reduce the defendant's cost.

9. No present value calculations were provided in this case. All illustrations provided were based on actual cost only.
  
10. Neither I nor [company name] is an in-house broker of any party or casualty carrier involved in the settlement; nor am I or said company affiliated with or an “exclusive” broker of any of any party or casualty carrier involved in the settlement.
  
11. Neither I nor (Insert name of company) will, without the express consent of the plaintiff and the prior written approval of this court:
  - (a) provide any information about this settlement to any factoring company for any purpose; or
  - (b) solicit the plaintiff or plaintiff’s family on behalf of any factoring company for any purpose, including, but not limited to, the proposed sale of plaintiff’s future periodic payments, nor will I or (Insert name of company) participate, assist, promote, or aid in such solicitation by any person, firm, corporation or entity; or
  - (c) seek or accept any consideration, financial or otherwise, directly or indirectly from a factoring company.
  
12. The following documents have been annexed as exhibits to the application made to the court for approval of the recommended settlement proposal:
 

Exhibit A	-	Proposed Settlement Agreement
Exhibit B	-	Proposed Assignment Agreement
Exhibit C	-	Proposed Annuity Contract
Exhibit D	-	Proposed Guaranty Agreement
Exhibit E	-	Rejected Alternative and/or Competing Proposals.

THIS STRUCTURED SETTLEMENT AFFIDAVIT IS PROVIDED TO THE PARTIES TO THE SETTLEMENT WITHOUT COST AND WITH THE EXPRESS PURPOSE OF INDUCING THE PLAINTIFF(S), THE DEFENDANT(S), AND ALL PARTICIPATING INSURERS TO ENTER INTO AND/OR PARTICIPATE IN FUNDING THE STRUCTURED SETTLEMENT AGREED UPON IN THIS CASE. STATEMENTS SET FORTH HEREIN CONSTITUTE AFFIRMATIVE REPRESENTATIONS AND WARRANTIES BY THE UNDERSIGNED STRUCTURED SETTLEMENT CONSULTANT.

\_\_\_\_\_  
 (Insert name of individual) individually  
 and on behalf of [Insert name of company]

Sworn on before me  
 this \_\_\_\_\_ day of \_\_\_\_\_, 2006

Notary  
 My Commission Expires: