SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF WESTCHESTER

	<u>—</u> х			
, an infant under/over the age of fourteen (14) years, by	: :	ndex No. 1234	15/20	
his parent and natural guardian		SAMPLE STRUCT	TURE BROKER	AFFIDAVIT
Plaintif	f, :			
- against -	· :			
JOHN DOE AND/OR JANE DOE,	:			
Defendant(s)X			
STATE OF)				
COUNTY OF)	• •			

as a structured settlement consultant/broker in the within 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/have been paid, will be paid or has/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 and XX/100 (\$) dollars 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 THE NAME OF DEFENDANT OR INSURER will make the following future periodic payments to NAME OF THE ANNUITANT:

PROVIDE FULL BENEFIT SCHEDULE

4. The obligation of NAME OF DEFENDANT OR INSURER to make the above
future periodic payments will be assigned to, the assigned
may fund the obligation assumed by the purchase of an annuity from INSERT THE
NAME OF THE ANNUITY INSURER, an A.M. Best Company rated A+ or A++ insurer.
guarantee letter will be issued by INSERT THE NAME OF THE GUARANTOR to guarantee
the performance of such assignee.

- 5. The Annuity Issuer company above-named is licensed to issue insurance an annuity products in the State of New York.
- 6. The standard industry commissions that we are receiving in this case is based on four (4%) percent of the premium of $\frac{XX}{100}$ (\$
-) dollars. This commission is being paid by the Annuity Issuer, the life insurer issuing the policy. Please note: If more than one broker is sharing in the commissions, set forth the details supporting same.
- 7. The annuity being provided in this case is based upon guaranteed non-life contingent payments for the infant plaintiff who is presently (
) years of age having been born on _______. The annuity cost set forth in paragraph " 2" 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 the infant plaintiff's medical condition. The annuity cost set forth in paragraph " 2" 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 the infant plaintiff's non-life impairing medical condition, the annuity being provided in this case is based upon a standard age quote for the infant plaintiff who is presently () years of age having

been born on . The annuity cost set forth in paragraph " 2" 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 \mathbf{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/or plaintiff's representative and defendant(s). 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 INSERT COMPANY NAME is/are 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 party or casualty carrier involved in the settlement herein.
- 11. Neither I nor INSERT COMPANY NAME will, without the express consent of the plaintiff and/or the plaintiff's representative 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 the 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 COMPANY NAME 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 this Court for the 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 HEREIN WITHOUT COST AND WITH THE EXPRESS PURPOSE OF INDUCING THE PLAINTIFF(S), 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/BROKER.

I N S E R T N A M E O F INDIVIDUAL/INDIVIDUALLY AND ON BEHALF OF INSERT NAME OF COMPANY

Sworn to before me this day of_____, 20 .

Notary: Commission Expires