

CORA - Certificate of Reliability and Assurances

Insert Court

----- x

Case Caption,

Plaintiff, Index No.
- against-

STRUCTURED SETTLEMENT AFFIDAVIT

Defendants.

----- x

UNDER THE PENALTIES FOR PERJURY, _____ of Creative Capital Inc. ("CCI") acting as structured settlement consultant in the above matter hereby warrants and represents, under oath, having first been duly sworn, the following facts to be true, complete and accurate to the best of his 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 has been promised to be paid, to any party, insurer, attorney, ad litem, or any other person, firm or corporation associated with this case by me or by CCI, 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;
3. _____ will make the following future periodic payments to _____: [Add benefit payment schedule];
4. The obligation of _____ will be assigned to _____, the Assignee. _____ may fund the obligation assumed by the purchase of an annuity from _____, an A.M. Best Company rated A+ insurer licensed to do business in the State of _____. A guarantee letter will be issued by _____ to guarantee the performance of _____;
5. The standard industry commission that we are receiving in this case is based on 4% of the premium of \$ _____. This commission is paid by _____, the life insurer issuing the annuity policy;
6. The annuity being provided in this case is based upon guaranteed non-life contingent payments for the plaintiff, _____, whose birthday is _____, age _____. The annuity cost set forth in number two above reflects this non-life contingent annuity cost;

CORA - Certificate of Reliability and Assurances

Or

The life insurer(s) providing the annuity or annuities in this case has rated the plaintiff, _____, whose birthday is _____, 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 a rated age;

Or

The annuity being provided in this case is based upon a standard age quote for the plaintiff, _____, whose birthday is _____, age __ by reason of said plaintiff's non-life impairing medical condition. 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; [If rated ages given by other life companies and another life company gives a standard age, add the following for the standard age life company, instead of "by reason of said plaintiff's non-life impairing medical condition" insert "by reason of said life insurer's opinion that plaintiff has a normal life expectancy".]

7. 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;

8. No present value calculations were provided in this case. All illustrations provided were based on actual cost only;
9. CCI is neither an in-house broker of any party or casualty carrier involved in the settlement; nor is CCI affiliated with or an "exclusive" broker of any party or casualty carrier involved in the settlement;
10. Neither I nor Creative Capital Inc. will, without the unsolicited request 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 Creative Capital Inc. participate, assist, promote, or aid in such solicitation by any person, firm corporation or entity; or

CORA - Certificate of Reliability and Assurances

- c. seek or accept any consideration, financial or otherwise, directly or indirectly, from a factoring company in connection with this case.

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. THE STATEMENTS SET FORTH HEREIN CONSTITUTE AFFIRMATIVE REPRESENTATIONS AND WARRANTIES BY THE UNDERSIGNED STRUCTURED SETTLEMENT CONSULTANT.

Name of Consultant
Creative Capital Inc., Consultant

Sworn to before me
this _____ day of _____, 2013

Notary
My Commission Expires: