



SUGGESTED LANGUAGE FOR MEDIATION AGREEMENT (NON-PHYSICAL INJURY CASES)

The parties agree and reserve the right to structure a portion of the settlement proceeds prior to the execution of the final documents, with the following broker:

Kelly Ramsdale & Associates, Inc.

inclusive of the following terms:

1. Parties acknowledge and agree that a portion of the total settlement proceeds may take the form of a structured settlement (“periodic payments”) for the Plaintiff and/or the Plaintiff’s attorney, wherein Defendant/Insurers will make a “non-qualified assignment” to the Assignee of the future periodic payments payable to Plaintiff(s) and/or Plaintiff’s attorney. Upon assignment, Assignee will be the sole obligor of the future payments within the meaning of U.S. Treasury Regulation § 1.461-4(g)(1)(ii).
2. Parties agree that said structured settlement may be placed with any life insurance company that provides non-qualified structured settlements.

IF A DISPUTE ARISES AS TO WHICH BROKER IS TO BE USED – ADD THIS LANGUAGE:

3. Parties agree that they will each work with their own designated broker and that said brokers will work together to effectuate the structured settlement.

Plaintiff’s designated broker: **Kelly Ramsdale & Associates, Inc.**

Defendant’s designated broker: _____

