

## **PEACHTREE PRE- SETTLEMENT FUNDING**

### Tort Victims Assistance Financing

#### **What We Do:**

We provide financial assistance to personal injury victims. Often people involved in an accident are forced to rush into a settlement (or worse) because of the financial pressure, which an injury can bring to bear. This disadvantages the injured party (client) and his lawyer who is pressured by the client to accept a settlement prematurely.

#### **How We Do It:**

We take an assignment of a portion of the proceeds of the pending action and take a common law lien upon such proceeds. If the action is unsuccessful the client owes us nothing.

#### **What Does it Cost:**

We charge far less than the very few firms that exist in this business. **Our rates are 10% for each 6 months or portion thereof** from the date of assignment to the date of recovery. Believe it or not other firms charge 80- 150% per year and more.

#### **What Types of Cases Will We Consider:**

Only personal injury cases where the tortfeasor is insured by a credit worthy indemnitor (or where self insured they are a rated credit worthy company). The case must be one where liability is very strong and damages are clear (i.e. no soft tissue emotional distress cases and the like).

#### **How Much Will We Give the Client:**

Our minimum purchase amount is \$2,500 and the maximum is 20% of the expected recovery amount the client will receive (i.e. the after fee recovery of the client). This formula ensures that the client does not sell so much of the pending action as to become financially dis- interested in its outcome - this would be bad for Peachtree, bad for the attorney and bad for the client.

#### **What is the Process:**

Peachtree only deals with and through law firms that it finds acceptable. Only established firms with appropriate experience in plaintiffs PI work are acceptable to us. A simple application for the firm is required. Once the firm is accepted a very short application is needed for each case where a client is in need of a settlement proceeds advance. Peachtree evaluates this information and assuming the case is acceptable forwards counsel a simple assignment agreement, which the client must execute and return.

#### **How Long Does the Process Take:**

Usually no more than 3- 5 days and in emergent circumstances, same day service is available.

#### **How Do We Get Started:**

**Call 866- 581- 6225**

**APPLICATION FOR SALE OF PERSONAL INJURY CLAIM PROCEEDS**  
**Peachtree Pre-Settlement Funding**  
**TORT VICTIMS ASSISTANCE PROGRAM**  
866-581-6225  
866-563-5416 (fax)

**Name of Claimant:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**City, State & zip code:** \_\_\_\_\_  
**Social Security #:** \_\_\_\_\_  
**Home Phone No.:** \_\_\_\_\_  
**Work Phone No.:** \_\_\_\_\_  
**UM/UIM Insurer Name:** \_\_\_\_\_  
**Policy #:** \_\_\_\_\_  
**UM/UIM Policy Limits:** \_\_\_\_\_  
**E-Mail Address:** \_\_\_\_\_

Type of claim: NYC                       General Tort Claim                       Settlement Case

**Specific Documents Required**

**City of New York Claim & NYCTA:**

- Copy of Complaint and Answer
- Police Report (if applicable)
- Synopsis of Medical Expenses Incurred
- Medical Report Synopsizing Injuries

**General Tort Claim - Pending:**

- Complaint & Answer
- Police Report (if applicable)
- Proof of Insurance Coverage on Defendant(s) and Amount thereof
- Synopsis of Medical Expenses Incurred & Injuries Sustained
- Medical Report Synopsizing Injuries

**Settled Claims:**

- Signed Release & Transmittal Letter
- Affidavit of No Liens
- Stipulation of Dismissal

**Name of Plaintiff's Counsel:** \_\_\_\_\_  
**Firm Name:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**City, State and Zip Code:** \_\_\_\_\_  
**Phone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**E-mail Address:** \_\_\_\_\_

**Name of Defendant's Counsel:** \_\_\_\_\_

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Phone No: \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail Address \_\_\_\_\_

**Insurance Company\Obligor:** \_\_\_\_\_

Street Address \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Name of Adjuster: \_\_\_\_\_

Phone & Fax Number of Adjuster: \_\_\_\_\_

Claim Number: \_\_\_\_\_

Policy Limit Amount: \_\_\_\_\_

Insurance Policy Number: \_\_\_\_\_

Policy Limit: \_\_\_\_\_

**Case Information:**

Case Name: \_\_\_\_\_

Docket/Index No.: \_\_\_\_\_

County Filed: \_\_\_\_\_

Date of Accident: \_\_\_\_\_

Date Suit Filed: \_\_\_\_\_

Description/basis of Liability: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Nature and Extent of Injuries:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Status of Case:** \_\_\_\_\_

\_\_\_\_\_

**Biggest Problem with Case:** \_\_\_\_\_  
\_\_\_\_\_

**Estimated Date of Settlement:** \_\_\_\_\_

**Estimated Settlement Value:** \_\_\_\_\_

**Amount of Advance Requested:** \_\_\_\_\_

1. Any liens, encumbrances or claims attaching to the expected settlement proceeds, judgment or settlement (including, but not limited to treating physicians, experts, medical bills, workers' compensation attorney liens)?

Yes  | No

If so, attach a complete description of the amounts and nature of such liens.

2. Any judgments, litigations, motions or bankruptcy filings, or any other circumstances that would in any way affect the assignment of an interest in this matter?

Yes  | No

If so, set forth specifically what they are and attach all relevant documents.

3. Have any other assignments or interests been granted in this matter?

Yes  | No

If so, set forth specifically what they are and attach copies of relevant documents.

4. Is the claimant an infant or incompetent?

Yes  | No

5. Set forth any additional facts or circumstances which you have not disclosed which would in any way affect the legitimacy or legality of the assignment of an interest in this claim. Attach additional sheets as necessary.

I\WE, \_\_\_\_\_ (NAME OF PERSON(S) ASSIGNING INTEREST IN TORT CLAIM PROCEEDS), UNDERSTAND THAT THE INFORMATION CONTAINED HEREIN IS BEING RELIED UPON BY **PEACHTREE PRE-SETTLEMENT FUNDING, LLC** AND OTHER ENTITIES. IT IS COMPLETE AND ACCURATE IN ALL MATERIAL RESPECTS. I HEREBY CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FORGOING STATEMENTS ARE WILLFULLY FALSE I AM SUBJECT TO PUNISHMENT. I AM AWARE THAT THE INFORMATION CONTAINED HEREIN IS INCORPORATED BY REFERENCE INTO THE ASSIGNMENT DOCUMENTS. I UNDERSTAND THAT BY SIGNING THE ASSIGNMENT DOCUMENTS I AM ALSO CERTIFYING THE CONTENTS OF THIS APPLICATION WITHOUT THE NEED FOR INDEPENDENTLY EXECUTING THIS DOCUMENT.

## PEACHTREE PRE-SETTLEMENT FUNDING'S PRIVACY NOTICE

Peachtree Pre-Settlement Funding, LLC ("Peachtree") values the relationship it has with you and respects your right to privacy. We have established the following policies to assure that we are committed to protecting your privacy.

### How We Safeguard Customer's Privacy

We know that the privacy of your personal information is important to you. That's why Peachtree wants you to know how we protect your privacy and the measures we take to safeguard your information.

### OUR PRIVACY PLEDGE

In order to complete transactions with our customers in a prompt, efficient and professional manner, we depend on certain information. In gathering and maintaining this information, we pledge to...

- Collect the information needed to process, complete and service the transaction you have requested
- Prevent unauthorized access to your information
- Refuse to disclose health information to third parties for marketing purposes without your consent
- Maintain control over the confidentiality of your personal information
- Update you on our privacy practices at least once a year

### How Do We Protect the Confidentiality and Security of Your Information?

We maintain physical, electronic and procedural safeguards to ensure your personal information is treated responsibly and in accordance with our privacy policy. We also restrict access to your personal information within our organization to those employees who need to know that information to process, complete or service your transaction, or to conduct Peachtree's business. Employees who have access to customer information may use it only for legitimate business purposes. Additionally, we safeguard customer information in accordance with applicable data security regulations.

### OUR INFORMATION PRACTICES

The following policies and procedures protect the privacy of your information, whether you are a current or former customer:

### Categories of Information We May Collect

In the normal course of business we may collect the following types of non-public information about you from the following sources:

- Information we receive from you on applications, questionnaires, agreements and other forms (including name, address, income, social security number, information about certain of your assets and other household information)
- Data about your transactions with us, our affiliates or others (such as the specifics about your deferred assets, how much, how and when you are paid)
- Information available from external sources (such as publicly available records)
- Information, collected with your authorization, from consumer reporting agencies, criminal background reports and other sources (such as credit relationships, credit worthiness and history, the existence or absence of a criminal record or medical and employment information)
- Health information provided by you, your representative(s) or

collected with your authorization.

### Safeguarding Customer Information

Access to customer information is limited to personnel who need the information to perform their job responsibilities. Physical, electronic, and procedural safeguards are in place to protect your personal information.

### How We Use Customer Information

We may share or disclose your non-public personal information (as described above) with non-affiliated companies as described below.

We may disclose your information with non-affiliated companies, as allowed by law, as necessary to effect, process, administer, service or enforce a transaction you have requested.

We may share your information with non-affiliated companies as allowed by law, such as firms that perform services on our behalf including product administration and marketing. We require these companies to meet strict privacy standards.

We may disclose information to non-affiliated entities when required by law, such as to respond to a subpoena, to prevent fraud, or to comply with an inquiry by a government agency.

We may share your information with non-affiliated funders or lenders who are assisting us in processing, funding and completing the transaction you have requested.

Health Information Practices – We will not share your health information with third parties for marketing purposes without your consent.

### Is Your Medical Information Confidential?

While we must collect medical information in connection with a transaction you have requested, we do not use or share it internally or externally, for any purpose except the following:

- Assisting you in selling an insurance policy;
- Administering any such policy, or claim(s) relating thereto;
- As required or permitted by law; or
- As otherwise authorized by you.

### Questions?

We value our customers and want you to understand how we use the information we collect. Please contact us if you have any questions about our privacy policy.

This privacy notice describes our privacy policy for both current and former customers and consumers.

If you need more information about this privacy policy, you can call us at (866) 864-6888.

### KEEPING UP-TO-DATE WITH OUR PRIVACY POLICY

This privacy policy takes effect July 1, 2001. We will inform you of our privacy policy at least once a year, as long as you are a customer of Peachtree. You can always contact us for a copy by writing to: Peachtree Settlements Funding, Customer Service, 372 Davinci Court, Suite 450, Norcross, GA 30092 or 6501 Park of Commerce Blvd. Suite 140, Boca Raton, FL 33487.

**Please keep this notice for your records.**