

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

CURTIS MOORE and JOSEPH MOORE,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

EPS SETTLEMENTS GROUP, JOHN
CANTWELL, AND DOES 1 □ 100,

Defendant.

Case No. _____

CLASS ACTION

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

INTRODUCTION

1. Plaintiffs Curtis Moore and Joseph Moore (□Plaintiffs□) bring this action against EPS SETTLEMENTS GROUP and Doe Defendants 1 □ 100 (collectively, □EPS□ or □Defendants□, unless otherwise specified), individually and on behalf of a class consisting of all persons who: (1) entered into structured settlement agreements (□SSAs□) funded by qualified assignment annuity contracts brokered by EPS or any of its affiliate or predecessor companies in states where Executive Life Insurance Company of New York (□ELNY□) was not licensed to do business or sell annuities, (2) received annuity benefits from ELNY pursuant to a SSA brokered by EPS, and (3) suffered annuity benefit cuts on or after August 8, 2013. Plaintiffs□ allegations are based on the investigation of counsel, and thus on information and belief, except as to the individual actions of Plaintiffs, as to which Plaintiffs have personal knowledge.

2. Defendant EPS is a primary market SSA broker. A SSA is an agreement whereby a defendant or its liability insurer agrees to pay the claimant or plaintiff a certain amount of money over a period of time (usually many years) instead of in a lump sum. Most often SSAs are used in resolving wrongful death or personal physical injury or sickness claims. According to EPS's website, structured settlements □create a stream of customized periodic payments and lump sums that are funded by annuities with a fixed rate of return from highly-rated Life