

BY: Committee on Ways and Means

AMENDMENTS TO HOUSE BILL NO. 903

(First Reading File Bill)

AMENDMENT NO. 1

On page 1, strike beginning with “; establishing” in line 4 down through “documents” in line 7 and substitute “under certain circumstances; authorizing a court to issue an order approving a voluntary assignment if assignors and assignees meet certain requirements; authorizing a court to order a voluntary assignment if the court makes a certain finding”; in line 10, after “circumstances;” insert “providing that certain persons be held harmless and be indemnified from certain proceedings related to the assignment;”; in line 11, after “fee;” insert “requiring that a contract of assignment include a certain affidavit completed by the assignee; specifying certain contents of the affidavit; requiring that the assignee notify the State Lottery Agency of certain information under certain circumstances; requiring that a husband and wife who are co-owners of a prize assign the prize in a certain way; prohibiting certain court orders from requiring the State Lottery Agency to divide a single prize payment in a certain way; allowing the substitution of assignees under certain circumstances;”; and strike beginning with “making” in line 12 down through “action;” in line 13.

AMENDMENT NO. 2

On page 2, in line 16, after “THE” insert “LAWS OF THIS”; in line 30, after “AGENCY” insert “, COMMISSION,”; in line 32, strike “AND”; and in line 38, after “ASSIGNOR” insert “:

8. FOR AN ASSIGNOR UNDER 70 YEARS OF AGE, THE RATE OF DISCOUNT TO PRESENT VALUE, ASSUMING DAILY COMPOUNDING AND FUNDING ON THE CONTRACT DATE, MINUS ANY ORIGATION OR CLOSING FEE THAT WILL BE CHARGED TO THE ASSIGNOR, DOES NOT EXCEED 5 PERCENTAGE POINTS OVER THE WALL STREET JOURNAL PRIME RATE PUBLISHED ON THE BUSINESS DAY BEFORE THE DATE OF THE CONTRACT;

9. FOR AN ASSIGNOR 70 YEARS OF AGE OR OLDER, THE RATE OF DISCOUNT TO PRESENT VALUE, ASSUMING DAILY COMPOUNDING AND

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FUNDING ON THE CONTRACT DATE, MINUS ANY ORIGATION OR CLOSING FEE THAT WILL BE CHARGED TO THE ASSIGNOR, DOES NOT EXCEED THE WALL STREET JOURNAL PRIME RATE PUBLISHED ON THE BUSINESS DAY BEFORE THE DATE OF THE CONTRACT; AND

10. THE CONTRACT OF ASSIGNMENT EXPRESSLY STATES THAT THE ASSIGNOR HAS 5 BUSINESS DAYS AFTER SIGNING THE CONTRACT TO CANCEL THE ASSIGNMENT”.

AMENDMENT NO. 3

On page 3, in line 3, strike “10” and substitute “30”; in line 5, strike “CONFIRMATION” and substitute “APPROVAL”; in line 8, strike “14” and substitute “60”; strike beginning with “THAT” in line 11 down through “ARTICLE” in line 13 and substitute “TO THE EXTENT THAT THE PAYMENTS ARE SUBJECT TO CHILD SUPPORT PAYMENTS, CRIMINAL RESTITUTION, OR BANKRUPTCY PROCEEDINGS”; in line 14, after “(V)” insert “1.”; in the same line, after “AGENCY” insert “, THE COMMISSION,”; and after line 16, insert:

“2. THE ASSIGNOR AND ASSIGNEE SHALL HOLD HARMLESS AND INDEMNIFY THE AGENCY, THE COMMISSION, AND THE STATE AND ITS EMPLOYEES AND AGENTS FROM ALL CLAIMS, SUITS, ACTIONS, COMPLAINTS, OR LIABILITIES RELATED TO THE ASSIGNMENT.”.

AMENDMENT NO. 4

On page 3, in line 23, after “(VII)” insert:

“1. A CONTRACT OF ASSIGNMENT IN WHICH THE ASSIGNOR IS A LOTTERY WINNER SHALL INCLUDE A SWORN AFFIDAVIT PROVIDED BY THE AGENCY AND COMPLETED BY THE ASSIGNEE.

2. THE AFFIDAVIT SHALL INCLUDE:

A. A SUMMARY OF ASSIGNEE CONTACTS WITH THE WINNER;

B. A SUMMARY OF ANY COMPLAINTS, LAWSUITS,

CLAIMS, OR OTHER LEGAL ACTIONS FROM LOTTERY WINNERS REGARDING CONDUCT OF THE ASSIGNEE OR ITS AGENTS;

C. A STATEMENT THAT THE ASSIGNEE IS REGISTERED TO DO BUSINESS IN THE STATE AND IS IN GOOD STANDING WITH THE DEPARTMENT OF ASSESSMENTS AND TAXATION AND ANY OTHER LICENSING OR REGULATORY UNIT WHOSE APPROVAL IS REQUIRED IN THE CONDUCT OF THE ASSIGNEE'S BUSINESS;

D. A BRIEF BUSINESS HISTORY OF THE ASSIGNEE;

E. A DESCRIPTION OF THE BUSINESS OF THE ASSIGNEE;

AND

F. A STATEMENT OF THE ASSIGNEE'S PRIVACY AND NONHARASSMENT POLICIES AND EXPRESS AFFIRMATION THAT THE ASSIGNEE HAS FOLLOWED THOSE POLICIES IN THE STATE.

3. THE AFFIDAVIT SHALL BE PROVIDED ONLY BY THE ASSIGNEE WHO ENTERS INTO THE CONTRACT WITH THE LOTTERY WINNER OR THE ESTATE OF A LOTTERY WINNER.

(VIII) THE ASSIGNEE SHALL NOTIFY THE AGENCY OF ITS BUSINESS LOCATION AND MAILING ADDRESS FOR PAYMENT PURPOSES AND OF ANY CHANGE IN LOCATION OR ADDRESS DURING THE ENTIRE COURSE OF THE ASSIGNMENT.

(IX) AN ASSIGNMENT MAY BE MADE BY A HUSBAND AND WIFE WHO ARE CO-OWNERS OF A PRIZE ONLY IF THEY JOINTLY ASSIGN THE PRIZE TO AN ASSIGNEE.

(X) 1. A COURT ORDER OR A COMBINATION OF COURT ORDERS UNDER THIS SECTION MAY NOT REQUIRE THE AGENCY TO DIVIDE A

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SINGLE PRIZE PAYMENT AMONG MORE THAN THREE DIFFERENT PERSONS.

2. THIS SECTION DOES NOT PROHIBIT THE
SUBSTITUTION OF ASSIGNEES AS LONG AS THERE ARE NOT MORE THAN THREE
ASSIGNEES AT ANY ONE TIME FOR ANY ONE PRIZE PAYMENT.

(XI)".

On page 4, strike beginning with "(I)" in line 30 down through "(II)" in line 32.