

# EXHIBIT A

JAMS ARBITRATION

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SCOTT SIDELL,

Reference # 1425000992

Claimant,

-against-

STRUCTURED SETTLEMENT INVESTMENTS,  
L.P., STRUCTURED SETTLEMENTS, LLC (f/k/a  
LawCash structured Settlements, LLC), SSI-GP  
HOLDINGS, LLC, PLAINTIFF FUNDING  
HOLDINGS, INC. (d/b/a "Law Case"), PLAINTIFF  
FUNDING CORPORATION, RICHARD PALMA,  
HARVERY HIRSCHFELD, SELIG ZISES, DENNIS  
SHIELDS, JASON YOUNGER, and MARC  
WALDMAN,

Respondents.

----- X  
DECISION ON ARBITRABILITY

Attorneys for the Claimant:  
David A. Slossberg, Esq.  
Russell A. Green, Esq.  
Hurwitz Sagarin Slossberg & Knuff LLC  
147 North Broad Street  
P.O. Box 112  
Milford, CT 06460-0112

Attorneys for the Respondents:  
John K. Crossman, Esq.  
Zukerman Gore & Brandeis, LLP  
875 Third Avenue  
New York, NY 10022

Arbitrator: Jeanne C. Miller  
JAMS

## I. HISTORY

This matter is before the arbitrator to decide whether the claims brought in the United States District Court of the District of Connecticut by Scott Sidell ("Sidell") are arbitrable in the ongoing JAMS arbitration between the parties. Sidell commenced an action in the United States District Court for the District of Connecticut, on May 8, 2008, alleging, among other things, invasion of privacy in violation of federal and state statutes and common law in connection with SSI's alleged unauthorized access and dissemination of Sidell's emails. The respondents moved on July 23, 2008, to compel arbitration or to dismiss. On January 14, 2009, Judge Vanessa L. Bryant, United States District Judge, dismissed the case in favor of the jurisdiction of JAMS to decide the arbitrability of Sidell's claims stating that "[T]he JAMS arbitrator shall decide whether to exercise jurisdiction over Sidell's claims against the defendants in this action".

**REDACTED**

**REDACTED**

II. DISCUSSION

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REDACTED

REDACTED

REDACTED

**REDACTED**

**REDACTED**

**REDACTED**

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<sup>1</sup> These communications with Sidell's attorney are the subject of the motions for disqualifications before both the federal court and the arbitration. These claims will be addressed in other motions in the arbitration.

**REDACTED**

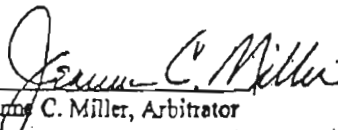
**REDACTED**

**REDACTED**

REDACTED

III. Decision

In accordance with the decision of Judge Vanessa L. Bryant of the United States District Court, District of Connecticut, and the JAMS Comprehensive Rules and Procedures, the arbitrator exercises her authority to decide the arbitrability of Sidell's claims brought in the District of Connecticut Court. The arbitrator finds that all of the claims brought by Sidell in the United States District Court, District of Connecticut, are arbitrable and will be decided in the ongoing JAMS arbitration currently before this arbitrator.

  
Jeanne C. Miller, Arbitrator

Dated: New York, NY  
February 9, 2009

# **EXHIBIT B**



JAMS DISPUTE RESOLUTION

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SCOTT SIDELL,

Reference # 1425000992

Claimant,

-against-

STRUCTURED SETTLEMENT INVESTMENTS,  
L.P., STRUCTURED SETTLEMENTS, LLC (f/k/a  
LawCash Structured Settlements, LLC), SSI-GP  
HOLDINGS, LLC, PLAINTIFF FUNDING  
HOLDINGS, INC. (d/b/a "Law Case"), PLAINTIFF  
FUNDING CORPORATION, RICHARD PALMA,  
HARVERY HIRSCHFELD, SELIG ZISES, DENNIS  
SHIELDS, JASON YOUNGER, and MARC  
WALDMAN,

Respondents.

----- X  
**ORDER # 13**

The following attorneys appeared by telephone before Arbitrator Jeanne C. Miller on  
February 26, 2009.

For the Claimant:

David A. Slossberg, Esq.

Russell A. Green, Esq.

Hurwitz Sagarin Slossberg & Knuff LLC

147 North Broad Street

P.O. Box 112

Milford, CT 06460-0112

For the Respondents:

John K. Crossman

Frank C. Welzer

Zukerman Gore Brandeis & Crossman, LLP

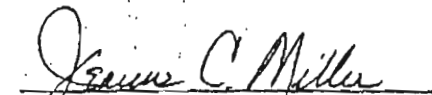
875 Third Avenue

New York, NY 10022

The parties and the Arbitrator discussed the Claimant's motion for sanctions, and the undersigned hereby Orders as follows:

1. Having considered the claimant's request to disqualify respondents' counsel, which is part of the requested relief in claimant's motion for sanctions, I have determined that the portion of claimant's motion to disqualify respondents' attorneys following their receipt and retention of communications between claimant and his attorney is not arbitrable. See Munich Reinsurance America, Inc. v. ACE Property & Casualty Insurance Co., 500 F.Supp. 272 (S.D.N.Y. 2007).
2. The portion of the motion to disqualify that would bar the attorneys from continuing to represent respondents because they might have to testify or that there might be a conflict of interest among the respondents is arbitrable and is denied.

DATE: New York, NY  
March 5, 2009

  
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Jeanne C. Miller, Arbitrator