



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
212-416-8321

ELIOT SPITZER
Attorney General

THOMAS G. CONWAY
Assistant Attorney General In Charge
Consumer Frauds and Protection Bureau

February 17, 2005

Eric Tirschwell, Esq.
Kramer Levin Naftalis & Frankel, LLP
919 Third Avenue
New York, NY 10022-3852

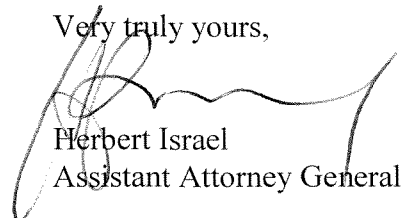
Re: Plaintiff Support Services, Inc.
Pre-Settlement Finance, LLC
QuickCash, Inc.
Magnolia Funding, LLC
BridgeFunds Limited
Plaintiff Funding Corporation d/b/a LawCash
Oasis Legal Finance Co., LLC
The Whitehaven Group, LLC
New Amsterdam Capital Partners LLC d/b/a LawMax

Dear Mr. Tirschwell:

Enclosed is a copy of the final, fully executed Assurance of Discontinuance, revised as per our discussions.

Your cooperation and assistance in reaching a satisfactory resolution is greatly appreciated.

Very truly yours,



Herbert Israel
Assistant Attorney General

**ATTORNEY GENERAL OF THE STATE OF NEW YORK
BUREAU OF CONSUMER FRAUDS AND PROTECTION**

In the Matter of

**Plaintiff Support Services, Inc.
Pre-Settlement Finance, LLC
QuickCash, Inc.
Magnolia Funding, LLC
BridgeFunds Limited
Plaintiff Funding Corporation d/b/a LawCash
Oasis Legal Finance Co., LLC
The Whitehaven Group, LLC
New Amsterdam Capital Partners LLC d/b/a LawMax**

**ASSURANCE OF DISCONTINUANCE
PURSUANT TO EXECUTIVE LAW §63(15)**

1. Pursuant to his authority under General Business Law, Article 22-A and Executive Law §63(12), Eliot Spitzer, the Attorney General of the State of New York, reviewed certain business practices of certain of the following entities: Plaintiff Support Services, Inc., Pre-Settlement Finance, LLC, QuickCash, Inc., Magnolia Funding, LLC, BridgeFunds Limited, Plaintiff Funding Corporation d/b/a LawCash, Oasis Legal Finance Co., LLC, The Whitehaven Group, LLC, and New Amsterdam Capital Partners, LLC, d/b/a LawMax, (hereafter the "Companies"). Plaintiff Support Services, Inc. is a New York Corporation located at 90 Bryant Woods South, Suite 100, Amherst, New York 14228. Pre-Settlement Finance, LLC is a New York Corporation located at 183 New Dorp Lane, Staten Island, New York 10306. QuickCash, Inc. is a Delaware Corporation located at 304 Hudson Street, 7th Floor, New York, New York 10013. Magnolia Funding, LLC is a New York Corporation located at One Old Country Road, Carl Place, New York 11514. BridgeFunds Limited is a Nevada Corporation located at 1325 Airmotive Way, Suite 175, Reno, NV 89502. Plaintiff Funding Corporation d/b/a LawCash is a New York Corporation located at 26 Court Street, Suite 1104, Brooklyn, New York 11242. Oasis Legal Finance Co., LLC is a Delaware Corporation located at 630 Dundee Road, Suite 340, Northbrook,

IL 60062. The Whitehaven Group, LLC is a Delaware Corporation located at 350 Fifth Avenue, New York, NY 10118; New Amsterdam Capital Partners, LLC, d/b/a LawMax is a Delaware Corporation located at 459 Columbus Avenue, Suite 299, New York, NY 10024.

2. Each of the Companies is engaged in the business of providing cash advance transactions with consumers who have pending personal injury claims or actions.

3. Each of the Companies is a member of the American Legal Finance Association ("ALFA"), a New York Not-For-Profit Corporation formed, according to its By-Laws or Certificate of Incorporation, for the purpose of, inter alia, promoting high ethical standards of professionalism for the legal finance industry.

4. Certain of the Companies advertise their services in New York, in both English and Spanish. Some of the consumers with whom the Companies contract are Spanish speaking and/or do not read and speak English fluently.

5. Under the terms of its contracts with consumers, the Companies typically agree to provide consumers with a cash advance -- commonly between \$1,000 and \$7,500 -- in exchange for the Companies' right to receive an amount, which often is significantly in excess of its advance, out of the proceeds of any realized settlement, judgment or verdict resulting from the consumer's personal injury claim or action.

6. Before agreeing to advance funds to a consumer, the Companies, with permission from the consumer, contact the consumer's personal injury attorney of record to review the consumer's claim or action. If the Companies agree to advance funds, such advance is made contingent upon the consumer contractually agreeing to grant the Companies a lien on the proceeds of any settlement, judgment or verdict to the extent of the agreed upon repayment amount. Under the terms of the contract, in the event the consumer receives no recovery from his/her claim or action, the consumer owes no money to the Companies. To date, the Companies

have entered into thousands of transactions with New York consumers.

7. The Attorney General is concerned that consumers may not adequately understand the terms of the contracts with the Companies and thus may not be able to make a reasoned decision as to whether to enter into such transactions. Specifically, the Attorney General has the following concerns with these transactions, which may have the tendency and capacity to violate applicable New York law:

(A) With respect to disclosure regarding the financial aspects of the transaction (i) not all contracts provide the annualized percentage rate of return; (ii) consumers may not fully appreciate the considerable degree to which their total cost may vary depending on the length of time that passes before any repayment is made; and (iii) none of the contracts state the actual dollar amount to be repaid by the consumer if repayment is made at specified intervals, broken out by six month intervals, carried forward to 36 months, and including all fees as well as any minimum required payment amount .

(B) Certain contracts are multi-page documents and include legal terminology that may be difficult for consumers to understand.

(C) Not all of the Companies currently provide, for those consumers who do not speak, read or write English, adequate written translations in the consumer's native language.

(D) The Companies' contracts do not routinely provide the consumer with an opportunity to cancel the transaction without penalty within a reasonable time after execution of the contract.

(E) Not all of the Companies' contracts require that the consumer's attorney confirm in writing that he or she in fact has explained these terms to the consumer.

IT NOW APPEARS that the Companies are willing to enter into this Agreement and settle and resolve the Attorney General's concerns, without admitting that the Companies have

violated any law or otherwise committed any wrongful or improper act, and the Attorney General is willing to accept this agreement to resolve his concerns.

IT IS HEREBY AGREED by each of the Companies, and their employees, agents, subsidiaries, successors and assigns, with respect to all transactions with New York consumers who enter into cash advance transactions with any of the Companies on or after 90 days of the date of this agreement:

1. All contracts shall be in compliance with General Obligations Law §5-702 (Plain Language law).
2. All contracts shall be completely filled in and contain the following disclosures ("Disclosure Statement"), on the front page in at least 12-point bold type, appropriately headed (sample "Disclosure Statement" is attached hereto as Attachment A):
 - (A) the total amount to be advanced to the consumer;
 - (B) itemization of one-time fees, broken out item by item (e.g. application, processing, attorney review, broker, etc.);
 - (C) percentage fee or rate of return, stated on an annualized basis, including frequency of compounding;
 - (D) total amount to be repaid by the consumer, broken out by six month intervals, carried forward to 36 months, and including all fees as well as any minimum required payment amount.
3. All contracts shall provide that the consumer may cancel the contract within five business days following the consumer's receipt of funds, without penalty or further obligation. The contract shall contain the following notice written in a clear and conspicuous manner: "NEW YORK CONSUMER'S RIGHT TO CANCELLATION: YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN FIVE

BUSINESS DAYS FROM THE DATE YOU RECEIVE FUNDING FROM [insert name of company ("COMPANY").]” The contract shall also specify that in order for the cancellation to be effective, the consumer must either: (i) return the full amount of disbursed funds to the COMPANY by delivering the COMPANY’S uncashed check to the COMPANY’S offices in person, within 5 business days of the disbursement of funds, or (ii) mail a notice of cancellation and include in that mailing a return of the full amount of disbursed funds (in the form of the COMPANY’S check, or a registered or certified check or money order), by insured, registered or certified United States mail, postmarked within five business days of receiving funds from the COMPANY, at the address specified for such cancellation in the contract.

4. The consumer shall initial each page of the contract.

5. All contracts shall contain a legend, immediately above the consumer’s signature, in at least 12-point boldface type, to read:

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT COMPLETELY OR IF IT CONTAINS ANY BLANK SPACE. BEFORE YOU SIGN THIS CONTRACT YOU SHOULD OBTAIN THE ADVICE OF YOUR ATTORNEY. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CONTRACT.

6. All contracts shall contain a written certification by the consumer’s attorney of record that (s)he has reviewed the contract and explained to the consumer its terms, including the annualized rate of return applied to calculate the amount to be paid by the consumer.

7. For English and Spanish speaking consumers, contracts shall be written in the same language in which the oral negotiations are conducted between the COMPANY and the consumer. For consumers whose primary language is neither English nor Spanish: (i) the “principal terms” of the contract shall be translated in writing into the consumer’s native language; (ii) the consumer shall sign the translated document containing the “principal

terms” and initial each page; and (iii) the translator shall sign a notarized affirmation confirming that the “principal terms” have been presented to the consumer in his native language and acknowledged by the consumer, in writing. For purposes of this agreement, “principal terms” shall include all of the items required to be disclosed by paragraph 2 above (see Attachment A) as well as the legend in paragraph 5 above.

8. To the extent the contract provides for attorneys fees and costs (in addition to the amount due and owing under the contract) in case of breach of the contract by either party, the contract shall provide that attorneys fees and costs may be recoverable by the prevailing party and must be reasonable. Any contractual cap on such attorneys fees and costs shall apply equally to both parties.

9. No contract may require mandatory arbitration to resolve disputes under the contract.

IT IS FURTHER AGREED that nothing contained herein shall be construed so as to deprive any individual of any private right of action under the law.

IT IS FURTHER AGREED that nothing contained herein shall be construed as relieving the Companies of their obligations to comply with all state and federal statutes, regulations or rules, to the extent such statutes, regulations or rules are applicable to and govern any particular contract, nor shall any of the provisions of this agreement be deemed permission to engage in any act or practice prohibited by such statute, regulation or rule, to the extent such statute, regulation or rule is applicable to and governs any particular contract.

IT IS FURTHER AGREED that the Companies shall not represent or imply that any business acts or practices hereafter used or engaged in by the Companies have been approved, in whole or in part, by the Attorney General of the State of New York.

IT IS FURTHER AGREED by the Companies that each of the Companies will file

a report, individually or through ALFA, with the Attorney General indicating the manner and extent of its compliance with this agreement within 120 days of the date of this agreement.

IT IS FURTHER AGREED by the Companies that in the event the Attorney General enters into an agreement with another company engaged in the same or similar practices that are the subject of this agreement and the terms of such agreement are inconsistent with any provisions of this agreement, the Companies may request the Attorney General's office in writing to modify any affected provisions of this agreement to bring them into conformity with such other agreement.


IT IS FURTHER AGREED that each of the Companies will pay to the Attorney General the sum of \$5,000 as costs.

WHEREFORE, the following signatures are affixed hereto this 17th day of February,

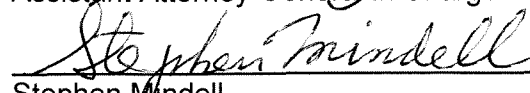
2005:

ELIOT SPITZER
Attorney General
State of New York

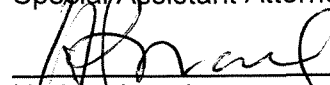
Bureau of Consumer Frauds & Protection
By:



Thomas Conway
Assistant Attorney General in Charge



Stephen Mindell
Special Assistant Attorney General



Herbert Israel
Assistant Attorney General

PLAINTIFF SUPPORT SERVICES, INC.

By: 

Joseph DiNardo, President

PRE-SETTLEMENT FINANCE, LLC

By: _____

Carmine DeSantis, President

QUICKCASH, INC.

By: _____

Marc Waldman, CEO

MAGNOLIA FUNDING, LLC

By: _____

Jason Bass, President

BRIDGEFUNDS LIMITED

By: _____

Mark Berlin, President

PLAINTIFF FUNDING CORPORATION
d/b/a LAWCASH

By: _____

Harvey Hirschfield, Executive Vice President

OASIS LEGAL FINANCE CO., LLC.

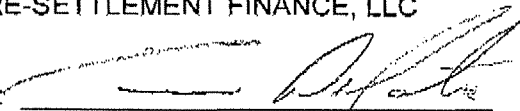
By: _____

Gary Chodes, CEO

PLAINTIFF SUPPORT SERVICES, INC.

By: _____
Joseph DiNardo, President

PRE-SETTLEMENT FINANCE, LLC

By: 
Carmine DeSantis, President

QUICKCASH, INC.

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Marc Waldman, CEO

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Jason Bass, President

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Mark Berlin, President

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Jason Bass, President

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Mark Berlin, President

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Harvey Hirschfeld, Executive Vice President

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Gary Chodes, CEO

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Joseph DiNardo, President

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By: _____
Carmine DeSantis, President

QUICKCASH, INC.

By: _____
Marc Waldman, CEO

MAGNOLIA FUNDING, LLC

By: Jason Bass
Jason Bass, President

BRIDGEFUNDS LIMITED

By: _____
Mark Berlin, President

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d/b/a LAWCASH

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Harvey Hirschfield, Executive Vice President

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Gary Chodes, CEO

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Joseph DiNardo, President

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Carmine DeSantis, President

QUICKCASH, INC

By: _____
Marc Waldman, CEO

MAGNOLIA FUNDING, LLC

By: _____
Jason Bass, President

BRIDGEFUNDS LIMITED

By:  _____
Mark Berlin, President

PLAINTIFF FUNDING CORPORATION
d/b/a LAWCASH

By: _____
Harvey Hirschfield, Executive Vice President

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By: _____
Gary Chodes, CEO

PLAINTIFF SUPPORT SERVICES, INC.

By: _____
Joseph DiNardo, President

PRE-SETTLEMENT FINANCE, LLC

By: _____
Carmine DeSantis, President

QUICKCASH, INC.

By: _____
Marc Waldman, CEO

MAGNOLIA FUNDING, LLC

By: _____
Jason Bass, President

BRIDGEFUNDS LIMITED

By: _____
Mark Berlin, President

PLAINTIFF FUNDING CORPORATION
d/b/a LAWCASH

By: Harvey Hirschfeld by Jason Younger
Harvey Hirschfeld, Executive Vice President Jason Younger Senior Vice President

OASIS LEGAL FINANCE CO., LLC.

By: _____
Gary Chodes, CEO

PLAINTIFF SUPPORT SERVICES, INC.

By: _____
Joseph DiNardo, President

PRE-SETTLEMENT FINANCE, LLC

By: _____
Carmine DeSantis, President

QUICKCASH, INC.

By: _____
Marc Waldman, CEO

MAGNOLIA FUNDING, LLC

By: _____
Jason Bass, President

BRIDGEFUNDS LIMITED

By: _____
Mark Berlin, President

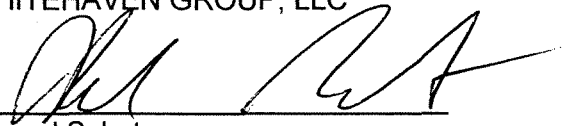
PLAINTIFF FUNDING CORPORATION
d/b/a LAWCASH

By: _____
Harvey Hirschfield, Executive Vice President

OASIS LEGAL FINANCE CO., LLC.

By:  _____
Gary Chodes, CEO

THE WHITEHAVEN GROUP, LLC

By: 
Howard Schatz,

NEW AMSTERDAM CAPITAL PARTNERS, LLC, D/B/A LAWMAX

By: _____
Max Volsky, President

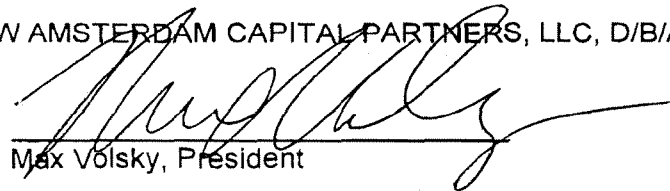
AMERICAN LEGAL FINANCE ASSOCIATION

By: _____
Kramer, Levin, Naftalis & Frankel LLP
Eric A. Tirschwell, Esq.
As counsel for the American Legal Finance Association

THE WHITEHAVEN GROUP, LLC

By: _____
Howard Schatz,

NEW AMSTERDAM CAPITAL PARTNERS, LLC, D/B/A LAWMAX

By: 

Max Volsky, President

AMERICAN LEGAL FINANCE ASSOCIATION

By: _____
Kramer, Levin, Naftalis & Frankel LLP
Eric A. Tirschwell, Esq.
As counsel for the American Legal Finance Association


THE WHITEHAVEN GROUP, LLC

By: _____
Howard Schatz,

NEW AMSTERDAM CAPITAL PARTNERS, LLC, D/B/A LAWMAX

By: _____
Max Volsky, President

AMERICAN LEGAL FINANCE ASSOCIATION

By:  _____
Kramer, Levin, Naftalis & Frankel LLP
Eric A. Tirschwell, Esq.
As counsel for the American Legal Finance Association

ATTACHMENT "A"

DISCLOSURE STATEMENT

1. Total amount to be advanced to consumer
under this contract: \$ _____

2. Itemized Fees:

application	\$ _____
processing	\$ _____
attorney review	\$ _____
broker	\$ _____
other (_____)	\$ _____
Total fees:	\$ _____

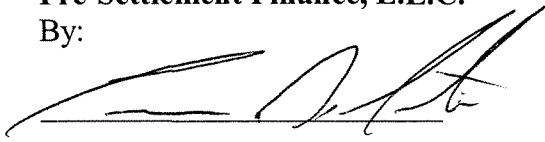
3. Annual percentage fee (rate of return)
on advance, compounded monthly: _____ %

4. Total amount to be repaid by consumer

if at 6 months:	\$ _____
if at 12 months:	\$ _____
If at 18 months:	\$ _____
If at 24 months:	\$ _____
If at 30 months:	\$ _____
If at 36 months:	\$ _____

Pre-Settlement Finance, L.L.C.

By:



Carmine DeSantis, President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)

:

COUNTY OF RICHMOND)

Carmine DeSantis, being duly sworn, deposes and says:

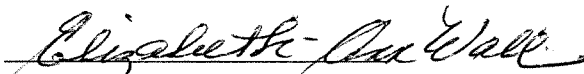
I am the President of **Pre-Settlement Finance, L.L.C.**, a respondent described in and which executed the foregoing Assurance of Discontinuance. I have executed the aforesaid instrument with the consent and authority of said corporation and those responsible for the acts of said entity and duly acknowledge the same.



Carmine DeSantis

Sworn to before me this

19th Day of Jan, 2005



Notary Public

ELIZABETH ANN WALL
Notary Public, State of New York
No. 43-4710064
Qualified in Richmond County
Commission Expires 4/30/06

QuickCash, Inc.

By:



Marc Waldman, Chief Executive Officer

CORPORATE ACKNOWLEDGMENT


STATE OF DELAWARE)

: ss

COUNTY OF NEW CASTLE)

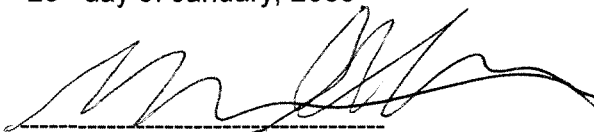
Marc Waldman, being duly sworn, deposes and says:

I am the Chief Executive Officer of **QuickCash, Inc.**, a respondent described in and which executed the foregoing Assurance of Discontinuance. I have executed the aforesaid instrument with the consent and authority of said corporation and those responsible for the acts of said entity and duly acknowledge same.



Marc Waldman

Sworn to before me this
25th day of January, 2005



Notary Public

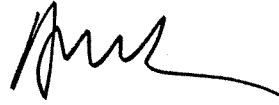
MATHEW R. SHELDON
Notary Public, State of New York
No. 025HG37042
Qualified in Kings County
Commission Expires 2/14/20 06

CORPORATE ACKNOWLEDGMENT

STATE OF *Minnesota*)
 : ss
COUNTY OF *Hennepin*)

Mark Berlin, being duly sworn, deposes and says:

I am the President of **BridgeFunds Limited.**, a respondent described in and which executed the foregoing Assurance of Discontinuance. I have executed the aforesaid instrument with the consent and authority of said corporation and those responsible for the acts of said entity and duly acknowledge same.

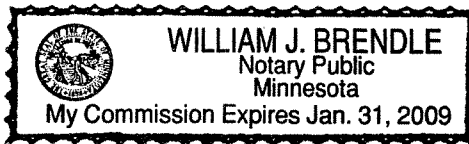


Mark Berlin

Sworn to before me this
20 day of *January*, 2005

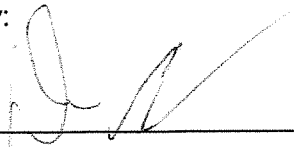
W. Jan Brendle

Notary Public



Plaintiff Funding Corporation

By:



Dennis Shields, President

CORPORATE ACKNOWLEDGMENT


STATE OF New York)

: ss

COUNTY OF Kings)

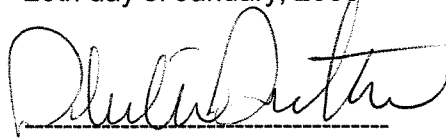
Dennis Shields, being duly sworn, deposes and says:

I am the President of **Plaintiff Funding Corporation**, a respondent described in and which executed the foregoing Assurance of Discontinuance. I have executed the aforesaid instrument with the consent and authority of said corporation and those responsible for the acts of said entity and duly acknowledge same.



Dennis Shields

Sworn to before me this
20th day of January, 2005

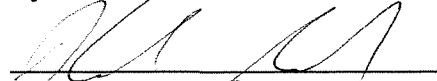


Notary Public

SHELIA TRANTHAM
Commissioner of Deeds
City of New York No. 2-11785
Qualified in Kings County
Commission Expires April 1, 2006

The Whitehaven Group, LLC

By: Howard Schatz



Howard Schatz, Secretary

CORPORATE ACKNOWLEDGEMENT

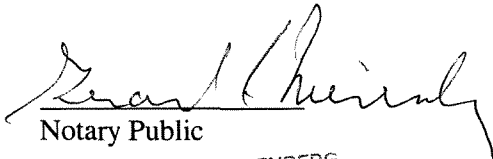
STATE OF NEW YORK
COUNTY OF NEW YORK

Howard Schatz, being duly sworn, deposes and says:

I am the Secretary of **The Whitehaven Group, LLC**, a respondent described in and which executed the foregoing Assurance of Discontinuance. I have executed the aforesaid instrument with the consent and authority of said corporation and those responsible for the acts of said entity and duly acknowledge same.


Howard Schatz

Sworn to before me this
31st day of January, 2005


Notary Public

GERARD I. NIENBERG
Notary Public, State of New York
No. 51-02N107-2075
Qualified in New York County
Commission Expires Feb. 28, 2005

