

SMITH & SHAW, P.A.

Counselors at Law

Lanes Mill Professional Building
5158 Route 9 South
Howell, NJ 07731

Thomas J. Smith, III, Esq.
NJ and FL Bars

Thomas J. Smith, Jr.
1928 - 2005

Peter B. Shaw
1939 - 2013

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January 27, 2014

VIA NJ LAWYERS SERVICE

Missy Urban, Deputy Ethics Counsel
Office of Attorney Ethics
Mountainview Office Park
840 Bear Tavern Road, Suite 1
Ewing, NJ 08628

Re: Office of Attorney Ethics v. Joseph Rakofsky, Esq.
Docket No. XIV-2012-0275E

Dear Ms. Urban:

Pursuant to your instructions, enclosed please find original and one copy of Respondent's Answer and Acknowledgment of Service in regard to the above captioned matter.

Please note that the Acknowledgment of Service is a fax copy of Respondent's signature. I will forward the original to you upon my receipt of same.

If you have any questions, please do not hesitate to contact me.

Very truly yours,


Thomas J. Smith, III

III/cmn
Enclosures

cc: Client (w/enc.)

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THOMAS J. SMITH, III, ESQ.
NJ ATTORNEY ID # 038271983
SMITH & SHAW, P.A.
5158 Route 9 South
Howell, NJ 07731
732-367-9025
Attorneys for Respondent

OFFICE OF ATTORNEY ETHICS,	:	SUPREME COURT OF NEW JERSEY
	:	OFFICE OF ATTORNEY ETHICS
Complainant,	:	Docket No. XIV-2012-0257E
vs.	:	VERIFIED ANSWER
	:	(R. 1:20-4(e))
JOSEPH RAKOFSKY, ESQ.,	:	
Respondent.	:	

Respondent, Joseph Rakofsky, Esq., by way of Answer to the Complaint filed herein,
says:

GENERAL ALLEGATIONS

1. Admitted.
2. Admitted.
3. Admitted, however, Respondent has been admitted *pro hac vice* in both Washington D.C. and in New York. To the extent that the *pro hac vice* admissions are “licenses” to practice law, the allegation is denied.
4. Admitted.
5. Admitted.
6. Mr. Grigsby and Mr. Borzouye were licensed in the jurisdictions set forth in this paragraph. Additionally, they were business partners of the Respondent and not merely “affiliated”,

with Respondent's firm.

COUNT I

(Rakofsky Law Firm Website and Yahoo Local Advertisements)

I-1. The responses to the general allegations are repeated as if set forth at length herein.

I-2. Admitted.

I-3. Admitted.

I-4. Denied as pleaded. Respondent did work for Jacoby & Meyers as a hired employee. He was paid the entire time.

I-5. Admitted.

I-6. Admitted.

I-7. Admitted.

I-8. Admitted.

I-9. Admitted.

I-10. Admitted.

I-11. Denied as pleaded. Lawyersearch.net was an advertising company hired by the firm. The firm did not have a website at lawyersearch.net. The firm did maintain a website, which is the subject matter of this Count, however, it was not "at lawyersearch.net".

I-12. Admitted.

I-13. Admitted.

I-14. Admitted.

I-15. Admitted.

I-16. Admitted.

I-17. Admitted.

I-18. Admitted.

I-19. Denied. Respondent handled the matter entitled State v. Sean Williams. This case was ultimately sealed and originally based upon charges of drug possession.

I-20. Admitted.

I-21. Admitted. However, Respondent objects to the inclusion of the Dontrell Deaner matter as irrelevant to the claim of a violation of RPC's. Dontrell Deaner was not retained as a result of any advertising and the matter involving Dontrell Deaner resulted in an inquiry from the disciplinary authorities of the Washington D.C. bar. The inquiry dismissed the matter without disciplinary action against the Respondent. Additionally, Respondent has filed a defamation suit against the Washington Post for publishing an article with false statements about him. This article precipitated the inquiry from the Committee on Advertising.

I-22. See I-21.

I-23. Admitted. Respondent was fully licensed and authorized to represent the Defendant in the Washington D.C. matter. Respondent objects to the inclusion of the Deaner matter as it bears no relation to the allegations that Respondent violated advertising rules.

I-24. (a) Denied. Respondent provided the Office of Attorney Ethics with his experience on each of the areas of criminal law listed in this allegation.

(b) Denied. Respondent worked for Jacoby & Meyers and for the Borzouye law firm, which fit these descriptions.

(c) Denied. Respondent provided the Office of Attorney Ethics with his experience in dealing with drug related matter.

(d) Denied. Respondent provided the Office of Attorney Ethics with testimony regarding his experience in these areas.

(e) Denied. Respondent provided the Office of Attorney Ethics with testimony regarding his experience in these areas.

COUNT II

(Rakofsky Law Firm Letterhead)

II-1. General Allegations and the allegations of Count I and the responses thereto are repeated as if set forth at length herein.

II-2. Grigsby and Borzouye were Respondent's business partners.

II-3. Denied. Although admitted in different jurisdictions. Borzouye and Grigsby were partners in that they shared expenses and referrals of cases providing access to the other jurisdictions. This was intentionally Respondent's business model.

II-4. Admitted.

II-5. Admitted.

II-6. Admitted.

II-7. Admitted. However, upon becoming aware of the violation as set forth in II-7 Respondent removed the offending language from the firm's letterhead.

II-8. Admitted. See II-7.

COUNT III

(Maria Esteve)

III-1. General allegations and the allegations of the prior Counts and the responses thereto are repeated as if set forth at length herein.

III-2. Admitted. However, Respondent was not retained to perform legal services on behalf of Maria Esteve.

III-3. Denied as pleaded. Ms. Esteve's computers were seized by the police because they

were investigating an employee of Ms. Esteve. There is no evidence and never was evidence that the employee used Ms. Esteve's computers in any crime.

III-4. Denied. This does not involve a legal matter. Ms. Esteve was never charged with anything. She requested common sense advice and Respondent never appeared in any legal matter involving the law of the State of New York.

III-5. Admitted.

III-6. Admitted.

III-7. Admitted.

III-8. Admitted.

III-9. Admitted.

III-10. Admitted.

III-11. Admitted.

III-12. Denied. Respondent and Richard Borzouye, a New York attorney, met with Ms. Esteve at her Brooklyn, New York office.

III-13. Admitted. No legal services in New Jersey were provided by Respondent.

III-14. Admitted. It is Respondent's position that no file was required to be maintained as no legal services in New Jersey were provided by him.

III-15. Denied. Respondent did not practice law in New York in violation of the cited rules.

III-16. Respondent did not maintain a fee agreement. He states that he was asked to perform a task to coordinate the return of Ms. Esteve's property, which he did. He did not view this as a function related to the legal profession.

III-17. Respondent's position is that he was not required to maintain a file.

COUNT IV

(*Rasheed Akhter*)

IV-1. The responses to the general allegations and allegations of the prior Counts are repeated as if set forth at length herein.

IV-2. Admitted.

IV-3. Admitted.

IV-4. Denied. Mr. Akhter resided in New Jersey and initially the matter may have involved in New Jersey law. However, Mr. Akhter did request to meet in Mr. Borzouye's New York office as it was more convenient to him.

IV-5. Admitted.

IV-6. Admitted.

IV-7. Denied as pleaded. The Retainer Agreement is attached hereto and provides for a payment of 38%, which was reduced to 28% at the time the matter was settled.

IV-8. Admitted.

IV-9. Denied. Richard Borzouye was involved in the matter and executed the pleadings. Furthermore, Robert Leino, a New York attorney, was involved as well. These facts were testified to at the Office of Attorney Ethics interview.

IV-10. Denied. The Fee Agreement was provided and a copy is once again attached hereto.

IV-11. Denied. The formal pleading attached hereto affirmatively lists Respondent as appearing "subject to *pro hac vice* Order". Mr. Borzouye was the responsible attorney licensed in New York and Respondent did not engage in the unauthorized practice of law.

IV-12. Denied. See attached written Fee Agreement.

WHEREFORE, Respondent requests that the matter be dismissed.

MITIGATING CIRCUMSTANCES

1. Respondent has no prior disciplinary history.
2. Respondent is young and inexperienced.
3. Respondent did not cause any harm.
4. Respondent has taken remedial measures.
5. Such other mitigating circumstances as may be found at the time of the hearing.

REQUEST FOR HEARING

Respondent hereby requests a hearing on all issues.

DATE: January 27, 2014

SMITH & SHAW, P.A.

By: 

Thomas J. Smith, III, Esq.
Attorney for Respondent

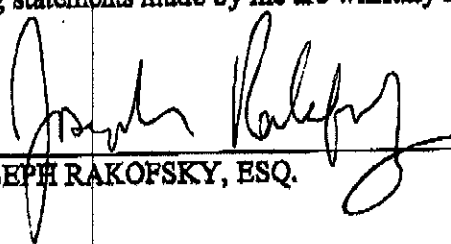
VERIFICATION OF ANSWER

I, Joseph Rakofsky, am the Respondent in the within disciplinary action and hereby certify as follows:

1. I have read every paragraph of the foregoing Answer to the Complaint and verify that the statements therein are true and based on my personal knowledge.

2. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

DATE: January 27, 2014



JOSEPH RAKOFSKY, ESQ.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
RASHID MAHMOOD AKHTER,
individually,

Plaintiff,

**COMPLAINT AND
JURY TRIAL
DEMAND**

Civil Action

-against-

Index No.:

RAINBOW USA, INC.
RAINBOW APPARAL COMPANY
RAINBOW SHOPS,
Defendants.
-----X

The plaintiffs above named, complaining of the defendants, by their attorneys, JOSEPH RAKOFSKY, ESQ. (subject to *Pro Hac Vice* order) and RICHARD BORZOUYE, ESQ. upon information and belief, respectfully allege:

1. Upon information and belief, plaintiff RASHID MAHMOOD AKHTER (hereinafter referred to as “AKHTER”) was, at all times referred to herein, and is a resident of the County of Hudson, State of New Jersey.

2. Upon information and belief, AKHTER, was, at all times referred to herein, and is a domiciliary of the State of New Jersey, and lives at 9 Marcy Ave., 2nd Floor, Jersey City, NJ 07304.

3. Upon information and belief, at all times mentioned herein, defendant RAINBOW USA, INC. (hereinafter referred to as “RAINBOW USA, INC.”), was and is

a corporation with its principal place of business in the County of Kings, State of New York, and has an address of 1000 Pennsylvania Avenue, Brooklyn, NY 11207.

4. Upon information and belief, at all times mentioned herein, defendant RAINBOW APPARAL COMPANY (hereinafter referred to as “**RAINBOW APPARAL COMPANY**”), was and is a corporation with its principal place of business in the County of New York, State of New York.

5. Upon information and belief, at all times mentioned herein, defendant RAINBOW SHOPS (hereinafter referred to as “**RAINBOW SHOPS**”), was and is a corporation with its principal place of business in the County of New York, State of New York.

AS AND FOR A FIRST CAUSE OF ACTION UNDER BREACH OF CONTRACT
ON BEHALF OF THE PLAINTIFF RASHID MAHMOOD AKHTER

6. Plaintiffs repeat the averments of paragraphs 1-5, inclusive, hereof with the same force and effect as though set forth at length herein.

7. Upon information and belief, **AKHTER** began working for **RAINBOW USA, INC., RAINBOW APPARAL COMPANY** and **RAINBOW SHOPS** (together the “**RAINBOW DEFENDANTS**”) on April 30, 2006 and ended his employment with them on November 17, 2010.

8. Upon information and belief, for his first two years of employment, **AKHTER** was paid on an hourly basis. He began working for **RAINBOW DEFENDANTS** as a Sales Associate and was subsequently promoted to a Junior

Assistant Manager (or “Manager in Training,” also known as a “MIT”). In June 2008, **AKHTER** was again promoted, this time to a Store Manager.

9. Upon information and belief, in November 2008, **AKHTER** was no longer compensated by **RAINBOW DEFENDANTS** on an hourly basis and was, instead, now a salaried employee.

10. Upon information and belief, **RAINBOW DEFENDANTS** fraudulently referred to **AKHTER** as a “manager” so that it could treat him (and others similarly situated) as “exempt” and thereby, deprive him (and others similarly situated) of the wages to which he was and is entitled. For instance, **AKHTER** was neither given the control to employ nor to terminate the employment of any employee; **AKHTER** did not oversee the work of two or more persons in any department or subdivision; **AKHTER**’s suggestions were not given particular weight; **AKHTER** did not and could not customarily and regularly exercise discretionary powers.

11. Upon information and belief, pursuant to the Fair Labor Standards Act, **AKHTER** was entitled to be paid at a rate of time and a half for each hour of overtime he worked, which is defined as every hour beyond the 40-hour work week. However, instead of compensating **AKHTER** (and other employees similarly situated) for each hour worked of the 40-hour work week at his normal rate, which they specially designated with “Pay Code: 81 – Regular Hours,” and then paying him at a rate of time and a half for each Overtime Hour, the time worked beyond the 40-hour threshold, which they specially designated with “Pay Code: 82 – Overtime Hours,” **RAINBOW DEFENDANTS** paid **AKHTER** only for his normal rate and never paying him for overtime as a salaried employee.

12. Upon information and belief, **RAINBOW DEFENDANTS** refused to pay **AKHTER** and other managers and employees similarly situated for Holiday Hours, which they specially designated with “Pay Code: 86 – Holiday Hours.” For example, during the week starting on August 8, 2010 and ending on August 14, 2010, **AKHTER** worked 51.28 hours; however, **AKHTER** was only paid \$800, the exact same amount of money he received every week when he did not work any time beyond the 40-hour work week. Upon information and belief, for at least 100 weeks, **RAINBOW DEFENDANTS** failed to pay **AKHTER** for both Overtime hours and Holiday hours.

13. Further, during that same week, **AKHTER** worked 51.28 hours, 8 of which were deemed to be “Holiday Hours” by **RAINBOW DEFENDANTS**; however, instead of paying **AKHTER** his salary plus 11.28 (the amount of hours **AKHTER** worked beyond the 40-hour workweek) Overtime Hours, upon information and belief, **RAINBOW DEFENDANTS** subtracted 11.28 hours from 40 hours, resulting in a pay period which gave credit to **AKHTER** for only 29.72 Regular Hours.

14. Although **RAINBOW DEFENDANTS** tried to make it appear as though it paid **AKHTER** for every hour of overtime, in actuality, upon information and belief, it cheated **AKHTER** and other employees similarly situated, out of thousands of “Regular,” “Overtime” and “Holiday” hours by a scheme that sought to reduce the amount of normal rate hours it claimed each employee worked and thereafter, refusing to pay for even 1 minute of overtime and “compensating” said employee by permitting them to work only for 5 days during weeks in which there was a holiday.

15. Upon information and belief, on October 12, 2010, Hazem Youseff, the “VP of Stores,” disseminated an email stating: “All salaried store managers must work a

minimum of 48 hours every week during none (*sic*) peak hours not 45 hours. I will be working on an exception report to see which managers are not in compliance,” evidencing the despotism exhibited in its stores on a daily basis, as well as the *modus operandi* of a slave owner, for the primary purpose of engaging in racketeering by bullying **AKHTER** and other store managers similarly situated into surrendering even more of their personal time to **RAINBOW DEFENDANTS**, without being required to compensate store managers for such time, and thereby, effectively compelling them to become slaves, violating the Fair Labor Standards Act.

16. Upon information and belief, the breach of contract committed by **RAINBOW DEFENDANTS** occurred between November 2008 through November 2010.

17. As a direct, proximate and specific result of the defendants’ breach of contract, **AKHTER** was injured thereby.

WHEREFORE, the plaintiff prays judgment against the complaint defendants on this First Cause of Action in the amount of \$250,000 and that the court assess punitive damages, together with the costs of suit and attorney’s fees.

AS AND FOR A SECOND CAUSE OF ACTION UNDER A THEORY OF
CORPORATE FRAUD ON BEHALF OF THE PLAINTIFF RASHID
MAHMOOD AKHTER

18. Plaintiff repeats the averments of paragraphs 1-17, inclusive, hereof with the same force and effect as though set forth at length herein.

19. Upon information and belief, **RAINBOW DEFENDANTS** sought to use its stores as an alter ego, for the purpose of exploiting its workers and for all intents and purposes, requiring **AKHTER** and other managers similarly situated effectively to become slaves, providing additional labor to **RAINBOW DEFENDANTS** without any compensation.

20. As a direct, proximate and specific result of the defendants' corporate fraud, **AKHTER** was injured thereby.

WHEREFORE, the plaintiff prays judgment against the complaint defendants on this Second Cause of Action in the amount of \$250,000 and that the court assess punitive damages, together with the costs of suit and attorney's fees.

**AS AND FOR A THIRD CAUSE OF ACTION UNDER INTENTIONAL
INTERFERENCE WITH A CONTRACT ON BEHALF OF THE PLAINTIFF
RASHID MAHMOOD AKHTER**

21. Plaintiff repeats the averments of paragraphs 1-20, inclusive, hereof with the same force and effect as though set forth at length herein.

22. In addition, upon information and belief, **AKHTER** had a valid business contractual expectancy in that he was promised the opportunity to be considered for promotion; in addition, **AKHTER** was unable to accept other offers for employment

from other prospective employers because **RAINBOW DEFENDANTS** sought to interfere with his ability to work elsewhere.

23. **AKHTER** relied on the aforementioned promise.

24. **RAINBOW DEFENDANTS** knew that **AKHTER** relied on the aforementioned promise.

25. As a direct, proximate and specific result of the defendants' intentional interference with **AKHTER**'s current and prospective contracts, **AKHTER** was injured thereby.

WHEREFORE, the plaintiff prays judgment against the complaint defendants on this Third Cause of Action in the amount of \$250,000 and that the court assess punitive damages, together with the costs of suit and attorney's fees.

JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury.

Dated: New York, New York
February 27, 2011

Respectfully Submitted,

_____/s/_____
Richard Borzouye, Esq.
RAKOFISKY LAW FIRM,

P.C.

Attorney for Plaintiff
14 Wall Street, 20th Floor
New York, New York
(212) 618-1459
Bar Code RB3461

_____/s/_____
Joseph Rakofsky, Esq.
RAKOFISKY LAW FIRM, P.C.
Attorney for Plaintiff
(subject to *Pro Hac Vice* order)
4400 US-9
Freehoold, New Jersey 07728
(877) 401-1529
Bar Code 03446

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
RASHID MAHMOOD AKHTER,
individually,

Plaintiff,

SUMMONS

Civil Action

-against-

Index No.:

RAINBOW USA, INC.
RAINBOW APPARAL COMPANY
RAINBOW SHOPS,
Defendants.
-----X

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer in this action and serve a copy of your answer at Supreme Court of the State of New York, 60 Centre Street, New York, NY 10007, or if the complaint is not served with the summons to serve a notice of appearance, on the plaintiff's attorney within twenty (20) days after the service of this summons, exclusive of the day of service. If this service is not personally served upon you, or if this summons is served upon you outside of the State of New York, then your answer or notice of appearance must be served within thirty (30) days.

RAKOFSKY LAW FIRM A Professional Corp.

14 WALL STREET, 20TH FLOOR • NEW YORK, NEW YORK 10005 • Tel. 877.401.1529
4400 US-9 • FREEHOLD, NEW JERSEY 07728

May 2, 2010

Rashid Mahmood Akhter _____

Address: 9 Marcy Ave, 2nd Floor
Jersey City, NJ 07304_____

Re: Rashid Mahmood Akhter v. Rainbow

Dear Mr. Akhter:

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

RAKOFSKY LAW FIRM, P.C., hereinafter referred to as "the Firm," agrees to undertake the legal representation of Rashid Mahmood Akhter, hereinafter referred to as the "Client."

The Firm shall provide services to the Client in connection with claim made against Rainbow.

NATURE OF SERVICES TO BE RENDERED

1. This agreement covers only the legal matter stated above and does not apply to any representation on an appeal. Nor does it include an initial or second trial, should a mistrial or retrial occur. If additional criminal charges are filed in the Court where this Firm represents the Client, an additional fee may be required, separate from and in addition to this Retainer Agreement. The Firm at this time is not retained to assist you in any civil matters. The Firm's representation of Client shall terminate with the entry of judgment in this matter or a dismissal of the charges, unless extended by mutual agreement between us in writing.

TERMS OF REPRESENTATION

2. The Client authorizes the Firm to take any steps which, in the sole discretion of the Firm, are deemed necessary or appropriate to the defense of this matter.

3. The Client understands that RAKOFSKY LAW FIRM, P.C. is being retained, an organization consisting of attorneys, law clerks, legal assistants and support staff, all of whom function as an integrated team for the purpose of providing the most effective legal representation.
4. The Client understands that no one particular member of RAKOFSKY LAW FIRM, P.C. is being retained, but, rather the Firm as an entity, is undertaking legal representation of the Client pursuant to this Retainer Agreement and that the Firm reserves the right to assign and delegate all aspects of such representation as the Firm, in its sole discretion, deems appropriate.
5. The team approach gives the Client the benefit of the collective experience and strategic judgment of all attorneys and other professionals in RAKOFSKY LAW FIRM, P.C., and also allows the case to move forward on a more efficient basis than would be possible in the absence of such delegation.
6. It is further specifically understood and agreed that the undersigned attorney will be in charge of, and responsible for, the administration of this matter, but duties may well be assigned to other members of RAKOFSKY LAW FIRM, P.C. for day-to-day services, including, but not limited to, telephone calls and various paperwork. All of the same, however, shall be reviewed by the attorney in charge.
7. It is understood that the Firm shall determine the strategy of the case.
8. It is understood that the Client's cooperation is essential to this Firm's effective representation. If Client is required to attend any Court appearance and intentionally fails to do so without a valid reason, or if Client gives this Firm false information on a material fact or issue in Client's case, this will constitute good cause for this Firm to withdraw from representation.
9. The Firm shall keep Client informed of the status of the case, and agrees to explain the laws pertinent to Client's legal situation, the available courses of action and the attendant risks. The Firm shall notify Client promptly of any developments in the matter, including Court appearances, and will be available for meetings and telephone conversations with Client at mutually convenient times. The Firm does insist that

appointments be made for visits to the office. The Firm will provide Client with copies of all paperwork as they are prepared and as they arrive.

PAYMENT OF FEES

10. You have agreed to pay the Firm legal fees in the amount of \$0 to handle representation in this matter. This amount is due and payable as follows: \$0 is due and payable immediately before work shall begin on the representation. Client must pay Firm thirty-eight ("38") percent from any and all proceeds associated in any way with this claim.
11. The Client has been advised that in order for the Firm to properly protect your interest, it may be necessary to retain outside experts such as investigators, appraisers and accountants. The Client will be responsible for the costs incurred for any such service which in some cases may have to be paid in advance depending upon the requirements of the particular expert. No expert shall be retained without the Client's prior approval.
12. The Client also agrees to pay to this Firm all reasonable and necessary disbursements incurred during the course of representation. These disbursements normally include, but are not limited to, items such as the following: transcripts, costs for service of subpoenas, travel costs, long distance telephone calls and copying. These disbursements generally do not prove to be substantial, but if any particular item is more than \$400, we shall obtain your approval in advance. The cost for disbursements, \$1,000 is due and payable immediately.
13. The client also agrees that a settlement or jury award shall be made payable to Rakofsky Law Firm, P.C. or Joseph Rakofsky, Esq., As Attorney, to be held in the Firm's IOLTA escrow account and then to be disbursed to the client, less any outstanding legal expenses and fees incurred due to any and all costs incurred during the litigation of the client's case.

OTHER GENERAL PROVISIONS

14. Mr. Rakofsky is a licensed attorney-at-law in the State of New Jersey with offices in New York and New Jersey. As such, it is expected that he will be admitted in a New York state court, *pro forma*, to

represent the client mentioned herein, but such representation is ultimately the province of and determined by the court.

15. The Client understands that there are many factors outside of the control of the Firm that can affect the outcome of this case.
16. It is specifically acknowledged by the Client that this Firm has made no representations, express or implied, concerning the outcome of this matter. It is further specifically acknowledged by the Client that Firm has not guaranteed and cannot guarantee the success of any action taken by the Firm on the Client's behalf during the representation of this matter.
17. The Client acknowledges that no promises have been made to the Client by this Firm other than that the Firm will use its best professional effort on behalf of the Client.
18. The Client understands that the action or inaction of prior counsel may limit or impair the effectiveness of the Firm.

ACKNOWLEDGMENT AND UNDERSTANDING

19. It is hereby acknowledged that the Client has read this Retainer Agreement in its entirety, has had full opportunity to consider its terms, and has had full and satisfactory explanation of same, and fully understands its terms and agrees to such terms.
20. The Client fully understands and acknowledges that there are no additional or different terms or agreements other than those expressly set forth in this written Retainer Agreement.
21. The terms and provisions of this Retainer Agreement shall be construed and governed in accordance with the laws of the State of New York.

Rashid Mahmood Akhter
Retainer
December 8, 2010

22. The Client has the absolute right to cancel this Retainer Agreement at any time. Should the Client exercise this right, Client will be charged either only the fee expense (time charges and disbursements) incurred within that period, at the hourly rate of \$350 per hour per attorney for time actually spent on this matter, or at the fee amount contemplated at the execution of this retainer, which is 38%, which will be decided at the Firm's option.

Very truly yours,

Joseph Rakofsky, Esq.

Agreed to this 8th day
of December, 2010.

Rashid Mahmood Akhter