

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

-----X
HERZFELD & RUBIN, P.C.,

Index No.: 601311/07

Plaintiff,

NOTICE OF
MOTION

-against-

JACOB SPRITZER, a/k/a YAAKOV SPRITZER YACKOV,

Defendant.
-----X

COUNSEL:

PLEASE TAKE NOTICE, that upon the annexed affirmation of BRIAN T. CARR, Esq., dated January 21, 2010, the exhibits attached thereto, and upon all of the papers and proceedings heretofore filed and had herein, plaintiff HERZFELD & RUBIN, PC ("H&R"), will move this Court, at the Courthouse, 60 Centre Street, New York, New York, Room 130, on February 8, 2010, at 9:30 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard, for an Order: Amending the Caption of this action to add additional defendants pursuant to CPLR §3025(c); confirming the arbitrator's decision pursuant to CPLR §7510; for entry of judgment upon the confirmed award pursuant to CPLR §7514; and for such other and further relief as this court deems just and proper.

Dated: New York, New York
January 21, 2010

EDWARD L. BIRNBAUM, ESQ.
Attorney for Plaintiff



125 Broad Street
New York, New York 10004
(212) 471-8540

To: Howard M. Rubin, Esq.
Goetz Fitzpatrick, LLP
Attorneys for Defendant
Jacob Spritzer
One Penn Plaza
New York NY 10119

589 East New York Corp.
445 Empire Blvd.
Brooklyn NY 11225

Besser Home Products LLC
530 Montgomery Street
Brooklyn NY 11225

319 Kingston LLC
530 Montgomery Street
Brooklyn NY 11225

323 Kingston LLC
530 Montgomery Street
Brooklyn NY 11225

617 Brooklyn LLC
530 Montgomery Street
Brooklyn NY 11225

Machne Menachem, Inc.
856 Eastern Parkway
Brooklyn NY 11213

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

-----X
HERZFELD & RUBIN, P.C.,

Index No.: 601311/07

Plaintiff,

-against-

JACOB SPRITZER, a/k/a YAAKOV SPRITZER YACKOV,

Defendant.
-----X

AFFIRMATION

Brian T. Carr, Esq., an attorney duly admitted to practice law before the courts of this State, hereby affirms the following under the penalties of perjury:

1. I am of counsel to Edward L. Birnbaum, Esq., attorney for plaintiff Herzfeld & Rubin, P.C. (H&R), in the above-captioned action and am fully familiar with the facts and circumstances presented herein. I submit this affirmation in support of plaintiff's motion to confirm the arbitrator's award pursuant to CPLR §7510 and for entry of judgment upon confirmation of the arbitration award pursuant to CPLR §7514.
2. Beginning in 2002, plaintiff at the request of defendant performed various legal services at the request of defendant with respect to a variety of legal issues including actions relating to officers and directors of a corporation, bankruptcy proceedings, a will contest, an estate administration acquisition and financing of various properties and other related legal services. The services were rendered to plaintiff and entities controlled by plaintiff.
3. Plaintiff transmitted invoices to defendant totaling \$319,194. Defendant failed to remit payment of the outstanding invoices.

4. Plaintiff commenced this action by filing a summons and complaint on April 20, 2007. A copy of the summons and complaint is annexed hereto as Exhibit 1.

5. Defendant failed to timely answer the complaint and plaintiff moved for a default judgment. Before the default motion was submitted, but after an extensive delay, an Answer was received in this office on August 22, 2007. A copy of the Answer is annexed hereto as Exhibit 2.

6. After receiving the Answer, the parties proceeded with discovery. Plaintiff made a motion to amend the complaint dated April 17, 2008 after receiving disclosure from defendant. A copy of the proposed amended complaint is annexed hereto as Exhibit 3.

7. Defendant was given a full opportunity to review all of the files in the possession of plaintiff with regard to its representation of defendant and his various business entities. Defendant reviewed the files and requested copies of various documents. No additional discovery demands were made by defendant. All discovery in this action was completed.

8. As part of his defense, defendant alleged that certain of the invoices were to be sent to the various corporations that were controlled by Mr. Spritzer. He alleged that these invoices should have been directed to the corporate entities. Plaintiff offered arbitration to him and his corporate entities pursuant to 22 NYCRR 137. Defendant accepted binding arbitration of the fee disputes related to three of his businesses.

9. After agreeing to fee dispute arbitration of three of the matters, plaintiff suggested to defendant that all matters be submitted to binding arbitration. Defendant, through his counsel, agreed. An order staying the instant action pending the outcome of the binding fee dispute arbitration was filed on July 22, 2008, evidencing the agreement to arbitrator "all fee disputes between plaintiff Herzfeld & Rubini, P.C. and Jacob Spritzer or any

entities for which Herzfeld & Rubin, P.C. performed legal work at the request of Mr. Spritzer, including Machne Menachem, Besser Home Products, LLC, 319 Kingston LLC, 323 Kingston LLC, 617 Brooklyn Avenue, LLC, 589 East New York Corp. and the Estate of Regina Spritzer (collectively “the Spritzer Entities”). A copy of the order staying this action is annexed hereto as Exhibit 4.

10. Despite entry of the stay on July 22, 2008, and a request for fee dispute arbitration at that time, New York County Lawyers Association was unable to schedule an arbitration in this matter until January 29, 2009.

11. On January 29, 2009 arbitration was held before a single arbitrator, Patricia Ballner, Esq., at the New York County Lawyers Association Offices. The arbitration lasted a full day. It included testimony by Herbert Rubin, Esq. on behalf of plaintiff against Mr. Spritzer and his various entities referred to in the stipulation and Jacob Spritzer on his own behalf and of those entities. At the end of the arbitration proceeding, Ms. Ballner reserved a decision and instructed the parties that any post-arbitration briefs be submitted on or before February 12, 2009.

12. On or about December 29, 2009 Ms. Ballner issued an Arbitration Award in favor of plaintiff and against Mr. Spritzer and his related entities reciting as follows:

“based on the testimony and documents presented at the hearing on 1/28/09 and the documents submitted by the parties subsequently, the preponderance of evidence leads to the determination that there was no “flat fee” agmt. between the parties, nor was there an agreement to “cap fees”. Notwithstanding the written retainer, the firm is entitled to quantum meruit fees in the amount of “319,194.95.” A copy of the Arbitration Award is annexed hereto as Exhibit 5.

13. Defendant consented to arbitration of all fee disputes between Herzfeld & Rubin and Spritzer, including all of the related entities. Spritzer’s attorney specifically

consented that the defendants in the arbitration included Jacob Spritzer, a/k/a Yackov Spritzer, Machne Menachem LLC, Besser Home Products LLC, 319 Kingston LLC, 323 Kingston LLC, 617 Brooklyn Avenue LLC, 589 East New York Corp., and Estate of Regina Spritzer. Accordingly, plaintiff respectfully requests that the Spritzer Entities, stipulated as additional defendants in the arbitration proceeding, be added as additional defendants herein so that the award and judgment may be applicable to said entities together with Mr. Spritzer and that the caption of this action be amended to state:

“Herzfeld & Rubin, PC,

plaintiff

-against-

Jacob Spritzer, a/k/a Yackov Spritzer,
Machne Menachem LLC, Besser Home
Products LLC, 319 Kingston LLC, 323
Kingston LLC, 617 Brooklyn Avenue LLC,
589 East New York Corp., and Estate of
Regina Spritzer,

defendants.”

14. Section 7501 of the CPLR establishes the enforceability of the arbitration stipulation and confers jurisdiction upon this Court to enforce and enter judgment upon an arbitration award, providing as follows:

“A written agreement to submit any controversy thereafter arising or any existing controversy to arbitration is enforceable without regard to the justiciable character of the controversy and confers jurisdiction on the courts of the state to enforce it and enter judgment on the award. In determining any matter arising under this article, the court shall not consider whether the claim with respect to which arbitration is sought is tenable. Or otherwise pass upon the merits of the dispute.”

CPLR § 7501.

15. In this matter, the Stipulation for binding arbitration was So Ordered by Judge Marilyn Shafer and entered on July 22, 2008. The Stipulation provided that the binding arbitration regarding fee disputes would cover all disputes between H&R and Spritzer, including any of his affiliated corporations. This constitutes a clear written agreement to submit the fee dispute in question to binding arbitration.

16. The Spritzer respondents were represented by counsel in agreeing to the binding arbitration. He not only consented to binding arbitration in the So Ordered Stipulation, but signed off on binding arbitration of all fee disputes in a letter to New York County Lawyers dated August 14, 2008. A copy of the letter is annexed as Exhibit 6.

17. Section 7510 of the CPLR permits a party to confirm an arbitration award, providing that: “[t]he court shall confirm an award upon application of a party made within one year after its delivery to him...” N.Y. Civ. Prac. L. & R. § 7510.

18. Less than one year has transpired since the arbitration award was entered on December 29, 2009.

19. Further, the arbitration award has not been vacated, modified, or corrected pursuant to the provisions of the CPLR.

20. Section 7514(a) of the New York CPLR provides that “[a] judgment shall be entered upon the confirmation of an [arbitration] award.” CPLR §7514. A copy of the proposed judgment is annexed hereto as Exhibit 6.

21. Accordingly, H&R requests that this Court enter the enclosed judgment upon confirmation of the arbitration award pursuant to Section 7514 of the CPLR.

WHEREFORE, Plaintiff, Herzfeld & Rubin, PC respectfully requests that this Court confirm the arbitration award in accordance with Section 7510 of the CPLR and enter the enclosed judgment on the award in accordance with CPLR 7514.

Dated: New York, New York
January 21, 2010



Brian T. Carr

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

-----X
HERZFELD & RUBIN, P.C.,

Plaintiff,

Index No. 601311/07

-against-

JUDGMENT

JACOB SPRITZER, a/k/a YAAKOV SPRITZER
YACKOV,

Defendant.
-----X

Plaintiff, Herzfeld & Rubin, PC, having moved this Court for an Order pursuant to CPLR 7514(a) confirming the Arbitration Award dated December 29, 2009;

Now, upon reading and filing the Notice of Motion dated January 19, 2010, and the Affirmation of Brian T. Carr, Esq. dated January 19, 2010 in support of the motion; and

Upon the Award of Arbitrator dated December 29, 2009 and the So Ordered Stipulation of Arbitration between the parties hereto dated July 22, 2008 consenting to binding arbitration as between Herzfeld & Rubin, PC, Plaintiff, and Jacob Spritzer, Machne Menachem LLC, Besser Home Products LLC, 319 Kingston LLC, 323 Kingston LLC, 617 Brooklyn Avenue LLC, 589 East New York Corp., and Estate of Regina Spritzer, it is hereby

ADJUDGED AND DECREED, that Plaintiff's motion is granted and that the Arbitrator's award is confirmed; and it is further

ADJUDGED AND DECREED, that the corporations represented in the arbitration be added as defendants in this action and the caption be amended to read:

Herzfeld & Rubin, PC

Plaintiff,

-against-

Jacob Spritzer, a/k/a Yaakov Spritzer, Machne Menachem LLC, Besser Home Products LLC, 319 Kingston LLC, 323 Kingston LLC, 617 Brooklyn Avenue LLC, 589 East New York Corp., and Estate of Regina Spritzer,

Defendants.

ADJUDGED AND DECREED, that the Award of Arbitration in favor of Plaintiff in the amount of \$319,194.95 is confirmed; and it is further

ADJUDGED AND DECREED, that Plaintiff Herzfeld & Rubin, PC., whose address is 125 Broad Street, New York, New York 10004 have judgment against Defendants Jacob Spritzer whose address is 530 Montgomery Street, Brooklyn NY 11225, 589 East New York Corp. whose address is 445 Empire Blvd., Brooklyn NY 11225, Besser Home Products LLC, whose address is 530 Montgomery Street, Brooklyn NY 11225, 319 Kingston LLC, whose address is 530 Montgomery Street, Brooklyn NY 11225, 323 Kingston LLC, whose address is 530 Montgomery Street, Brooklyn NY 11225, 617 Brooklyn LLC, whose address is 530 Montgomery Street, Brooklyn NY 11225, and Machne Menachem, Inc. whose address is 856 Eastern Parkway, Brooklyn NY 11213 in the amount of \$319,194.95 plus interest at the rate of 9% from December 29, 2009 in the amount of \$_____, plus costs and disbursements as taxed by the Clerk in the amount of \$_____ making a total of \$_____, and that Plaintiff has execution therefore.

Judgment signed and entered this ____ day of _____, 2010

E N T E R :

Hon.

EXHIBIT 1

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

-----X
HERZFELD & RUBIN, P.C.,

Plaintiff,

-against-

JACOB SPRITZER, a/k/a YAAKOV SPRITZER YACKOV,

Respondent.
-----X

Index No. 601311/07

COMPLAINT

NEW YORK
COUNTY CLERK'S OFFICE

APR 20 2007

NOT COMPARED
WITH COPY FILE

HERZFELD & RUBIN, P.C. ("H&R"), by its attorney Edward L. Birnbaum,
complaining of defendant Jacob Spritzer ("Spritzer"), respectfully alleges:

1. At all the times set forth herein, H&R was and is a professional corporation engaged in the practice of law in the State of New York with offices in the County of New York.
2. Upon information and belief of the times set forth herein defendant was a resident of Kings County, City of New York.
3. Beginning prior to 2002, plaintiff at the request of defendant performed various legal services at the request of defendant with respect to a variety of legal issues including actions relating to officers and directors of a corporation, bankruptcy proceedings, will contest, estate administration, acquisition and financing of various properties and other related legal services.
4. The time charges for the services rendered, after giving credit to any payments on account, were in the amount of \$216,237.38.
5. Invoices detailing the services rendered were transmitted to defendant.
6. Defendant has failed to make payment of the foregoing sum.

7. By reason of the foregoing, defendant is obligated to pay to plaintiff the sum of \$216,237.38 with interest.

As and For a Second Cause of Action

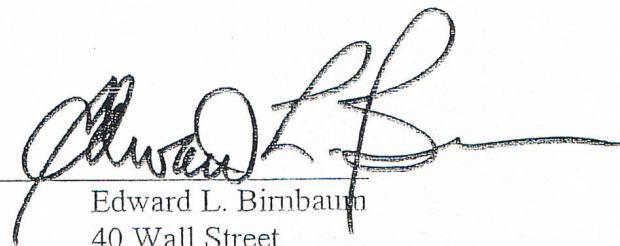
8. Plaintiff repeats and realleges the allegations of paragraphs 1 through 7.

9. The transmittal to defendant of the invoices detailing the services and the failure to dispute same constitutes an account stated.

10. By reason of defendant's failure to make payment, plaintiff is entitled to judgment in the amount of \$216,237.38 with interest.

WHEREFORE, plaintiff demands judgment against defendant in the amount of \$216,237.38 with interest with the costs of the action.

Dated: New York, New York
March 30, 2007



Edward L. Bimbaum
40 Wall Street
New York, N.Y. 10005
(212) 471-8540
Attorney for Plaintiff

EXHIBIT 2

7/25/07

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

-----X
HERZFELD & RUBIN, P.C.,

Plaintiff,

Index No.: 601311/07

-against-

**ANSWER WITH
AFFIRMATIVE DEFENSES
AND COUNTERCLAIMS**

JACOB SPRITZER, a/k/a YAAKO
SPRITZER YACKOV,

Defendant.

- ----

----X

Defendant, by his attorneys, Goetz Fitzpatrick LLP, answering the Complaint of the plaintiff, upon information and belief, respectfully states as follows:

1. Denies knowledge or information sufficient to form a belief as to the allegations contained in Complaint paragraph "1".
2. Denies each and every allegation contained in Complaint paragraphs "3", "4", "5", "6", "7", "9" and "10".

AFFIRMATIVE DEFENSES

3. The Complaint and each cause of action therein, fails to state a claim upon which relief can be granted and should be dismissed.
4. Plaintiff failed to name necessary parties as defendants in this lawsuit and, as a result thereof, the Complaint should be dismissed.
5. Defendant has paid plaintiff all monies due between them and, as a result thereof, the Complaint should be dismissed.
6. Plaintiff's complaint must be dismissed due to lack of personal jurisdiction over the defendant.
7. The manner of service of process was not authorized by law on the defendant.
8. Plaintiff's complaint is barred by the doctrine of unclean hands and, as a result thereof, the Complaint must be dismissed.

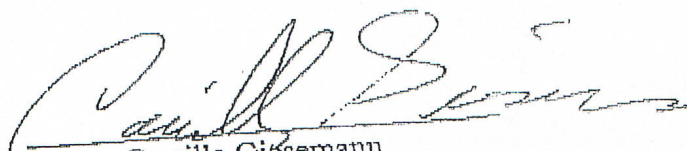
AFFIDAVIT OF SERVICE

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

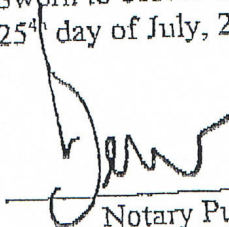
Camille Gieseemann, being duly sworn, deposes and says, deponent is not a party to the action, is over the age of 18 years and reside in Suffolk County, New York and on the 25th day of July, 2007, served the within **ANSWER WITH AFFIRMATIVE DEFENSES AND COUNTERCLAIMS** upon:

Edward L. Birnbaum, Esq.
40 Wall Street
New York, New York 10005

by depositing a true copy of same in a properly addressed, postpaid envelope in an official depository of the United States Post Office within the State of New York.


Camille Gieseemann

Sworn to before me on this
25th day of July, 2007



NOTARY PUBLIC, State of New York
No. 480,473
Qualified in Westchester County
Commission Expires May 31, 2010

Notary Public

PLEASE take notice that the within is a certified true copy of a duly entered in the office of the clerk of the within named court on

Dated

Yours, etc
GOETZ FITZPATRICK LLP

Attorney for

Office and Post Office Address
ONE PENNSYLVANIA PLAZA, SUITE 4401
NEW YORK, NEW YORK 10119-0196

To
Attorney(s) for

HOME OF SETTLEMENT

PLEASE take notice that an order

of which the within is a true copy will be presented for settlement to the Hon. one of the judges of the within named Court, at

on

at

Dated

Yours, etc
GOETZ FITZPATRICK LLP

Attorney for

Office and Post Office Address
ONE PENNSYLVANIA PLAZA, SUITE 4401
NEW YORK, NEW YORK 10119-0196

To

Attorney(s) for

Index No 601311 Year 07
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

HERZFELD & RUBIN, P.C.

Plaintiff

-against-

JACOB SPRITZER, AKA YAAKO SPRITZER YAKOV,

Defendant

ANSWER WITH AFFIRMATIVE
DEFENSE AND COUNTERCLAIMS

Signature (Rule 130-11-a)

Plaintiff's Name
TERENCE BOSKIC

GOETZ FITZPATRICK LLP

Attorney for Defendant

Office and Post Office Address, Telephone
ONE PENNSYLVANIA PLAZA, SUITE 4401
NEW YORK, NEW YORK 10119-0196
(212) 695-8100

To

Attorney(s) for

Service of a copy of the within is hereby admitted.
Dated

Attorney(s) for

EXHIBIT 3

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

-----X
HERZFELD & RUBIN, P.C.,

Plaintiff,

Index No. 601311/07

-against-

AMENDED COMPLAINT

JACOB SPRITZER, a/k/a YAAKOV SPRITZER
YACKOV,

Defendant.
-----X

HERZFELD & RUBIN, P.C. ("H&R), by its attorney Edward L. Birnbaum,
complaining of defendant Jacob Spritzer ("Spritzer"), respectfully alleges:

1. At all times set forth herein, H&R was and is a professional corporation engaged in the practice of law in the State of New York with offices in the County of New York.

2. Upon information and belief of the times set forth herein defendant was a resident of Kings County, City of New York.

3. Beginning in 2002, plaintiff at the request of defendant performed various legal services at the request of defendant with respect to a variety of legal issues including actions relating to officers and directors of a corporation, bankruptcy proceedings, will contest, estate administration acquisition and financing of various properties and other related legal services.

4. The time charges for the services rendered, after giving credit to any payments on account, were in the amount of \$325,098.

6. Invoices detailing the services rendered were transmitted to defendant on at least two separate occasions.

7. Defendant has failed to make payment of the foregoing sum.

8. By reason of the foregoing, defendant is obligated to pay plaintiff the sum of \$216, 237.38 with interest.

AS AND FOR A SECOND CAUSE OF ACTION

9. Plaintiff repeats and realleges the allegations of paragraphs 1 through 8.

10. The transmittal to defendant of the invoices detailing the services and the failure to dispute same constitutes an account stated.

11. By reason of defendant's failure to make payment, plaintiff is entitled to judgment in the amount of \$325,098 with interest.

AS AND FOR A THIRD CAUSE OF ACTION

12. Plaintiff repeats and realleges the allegations of Paragraphs 1 through 11.

13. Plaintiff rendered legal services to defendant over the course of the relationship and is entitled to compensation for such services.

14. Defendant was aware that plaintiff would charge fees for the services rendered and accepted the services.

15. By reason of defendant's failure to make payment, plaintiff is entitled to recover the reasonable value of the services rendered: \$325,098 with interest.

WHEREFORE, plaintiff demands judgment against defendant in the amount of
\$325,908 with interest with costs of the action.

Dated: New York, New York
April 18, 2008

EDWARD L. BIRNBAUM, ESQ.
Attorney for Plaintiff
40 Wall Street
New York, New York 10005
(212) 471-8540

TO: GOETZ FITZPATRICK, LLP
Attorneys for Defendant
One Penn Plaza
New York NY 10119

EXHIBIT 4

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

-----X
HERZFELD & RUBIN, P.C.,

Plaintiff,

Index No. 601311/07

-against-

STIPULATION

JACOB SPRITZER, a/k/a YAAKOV SPRITZER
YACKOV,

Defendant.
-----X

IT IS HEREBY STIPULATED AND AGREED, by and between the parties:

1. That this case will be referred to the Joint Committee on Fee Disputes and Conciliation, 14 Vesey Street, New York, NY 10007, for binding arbitration;
2. That the Joint Committee on Fee Disputes and Conciliation will arbitrate all fee disputes between plaintiff, Herzfeld & Rubin, P.C., and Jacob Spritzer, or any entities for which Herzfeld & Rubin performed legal work at the request of Mr. Spritzer, including Machne Menachem, Besser Home Products, LLC, 319 Kingston LLC, 323 Kingston LLC, 617 Brooklyn Avenue, LLC, 589 East New York Corp., and the Estate of Regina Spritzer; and


NY SUPREME COURT
 RECEIVED
 JUN 18 2008
 MOTION SUPPORT OFFICE

3. That the above-captioned action and all pending lawsuits between Herzfeld & Rubin PC and the entities identified in Paragraph 2 above will be stayed pending the outcome of the binding arbitration between the parties.

Dated: New York, New York
June 11, 2008

EDWARD L. BIRNBAUM, ESQ.
Attorney for Plaintiff

GOETZ FITZPATRICK, LLP
Attorneys for Defendant


40 Wall Street
New York, New York 10005
(212) 471-8540


One Penn Plaza
New York NY 10119

So Ordered:

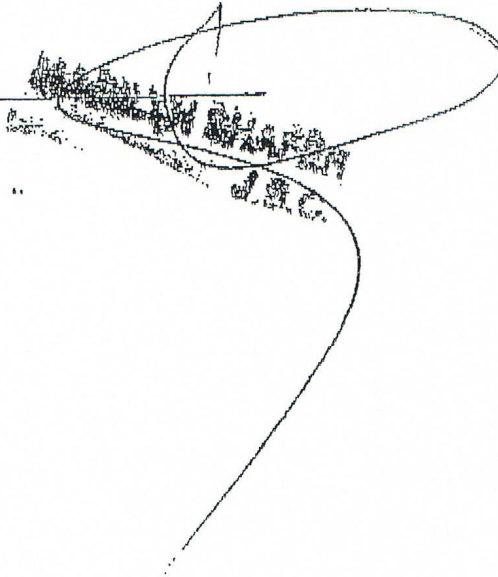


EXHIBIT 5

UCS 137-9 (1/09)

(Office Use Only)
Case Number: _____

**In the Matter of Fee Dispute
Arbitration between**

Besser Home Products LLC
319 Kingston, 589 E. NY Corp.

, **Client**

and

Hertzfeld & Rubin PC

, **Attorney**

.....

**NOTICE OF
ARBITRATION AWARD**

Attached is the determination of the arbitrator(s) who heard the fee dispute between the above parties. This determination is final and binding on the parties, except that a party dissatisfied with this award may seek one of the following post award options within the time frames indicated:

1. Trial de novo: Either party may reject the decision of the arbitrator(s) and commence an action on the merits of the fee dispute in a court of competent jurisdiction within 30 days after the arbitration award has been mailed;

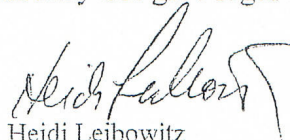
NOTE: *Trial de novo* is not available to parties who have previously waived this right. See 22 NYCRR 137.2(c), 137.8(b) and Standards and Guidelines Section 6(B)(2) and Section 12(C).

OR

2. Vacatur: Either party may seek to vacate the award within 90 days after delivery to the party. This post award option is governed by CPLR Article 75.

For more information on these options, please see www.nycourts.gov/faqs or contact your local program or an attorney. Please note the local program may not give legal advice.

Dated: Wednesday, December 30, 2009



Heidi Leibowitz
Program Administrator
Joint Committee on Fee Disputes and Conciliation
14 Vesey Street
New York, NY 10007

(Office Use Only)	
Case #:	2008-110

**In the Matter of Fee Dispute
Arbitration between**

Besser Home Products LLC
319 KINGSTON, 589 E. NY, ^{Attal.} Client

and

Hertzfeld & Rubin PC

, Attorney

**ARBITRATION
AWARD**

1. The AMOUNT IN DISPUTE is:

\$ 319,194.95

2. The TOTAL of the AMOUNT IN DISPUTE to which the attorney is entitled is (including all costs and disbursements and amounts previously paid by the client):

\$ 319,194.95

3. The AMOUNT of this total PREVIOUSLY PAID paid by the client is:

\$ 0

4. (a) The BALANCE DUE by the client to the attorney is: \$ 319,194.95

-OR-

(b) The AMOUNT TO BE REFUNDED by the attorney is: \$

Statement of reasons: BASED ON THE TESTIMONY + DOCUMENTS PRESENTED AT THE HEARING ON 01/28/09 AND THE DOCUMENTS SUBMITTED BY THE PARTIES SUBSEQUENTLY THE PREponderance OF EVIDENCE LEADS TO THE DETERMINATION THAT THERE WAS NO "FLAT FEE" AGREEMENT BETWEEN THE PARTIES NOR WAS THERE AN AGREEMENT TO "CAP FEES". NOTWITHSTANDING THE WRITTEN RETAINER, THE FIRM IS ENTITLED TO QUANTUM MERECED FEES IN THE AMOUNT OF \$319,194.95.

The undersigned arbitrator(s), having been duly appointed pursuant to the Rules of the Joint Committee on Fee Disputes and Conciliation and pursuant to any applicable Rule of the Chief Administrator, Title 22, of the Official Compilation of Codes, Rules and Regulations, or the agreement of the parties to the dispute resolved by this award, and having duly taken the oath according to the law and having duly heard the proofs and allegations of the parties hereto, hereby affirm(s), pursuant to CPLR 7507, under the penalties of perjury, that the above award is a true, correct and complete statement of the award rendered in the above-captioned arbitration, duly executed by the undersigned.

Patricia Ballner Esq.

Patricia Ballner, Esq.

Dated: 12/29/09

[Mail copy to each party]

EXHIBIT 6

99999.
0427

HERZFELD & RUBIN, P.C.
ATTORNEYS AT LAW
40 WALL STREET
NEW YORK, N Y 10005-2349

TELEPHONE: (212) 471-8800
FAX: (212) 344-3333
WWW.HERZFELD-RUBIN.COM

August 14, 2008

Brian T. Carr
Direct Line: (212) 471-4466
bcarr@herzfeld-rubin.com

VIA FACSIMILE (212) 406-9252

Ms. Heidi Liebowitz
New York County Lawyers' Association
New York, New York

Re: Herzfeld & Rubin, PC v. Jacob Spritzer
Supreme Court, New York County Index No. 601311/07
Our File No.: 74182.0001

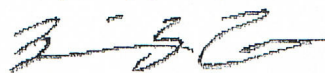
Dear Ms. Liebowitz:

This letter will confirm that both parties have consented to arbitration, before a single arbitrator, of fee disputes arising out of Herzfeld & Rubin's representation of Jacob Spritzer and various entities. In addition to the three matters currently before the Joint Committee, the parties are consenting to arbitration of all fee disputes between Mr. Spritzer and Herzfeld & Rubin. An action was previously commenced in Supreme Court, New York County, under Index No. 601311/07. The Supreme Court matter has been stayed on consent of the parties pending the resolution of the binding arbitration before the Joint Committee.

The other matters under dispute involve various representations of Mr. Spritzer and his related entities. Herzfeld & Rubin is claiming unpaid fees and costs in the amount of \$325,098 (including the three matters already before the Joint Committee). The parties wish to have one arbitrator decide all outstanding fee disputes between the parties.

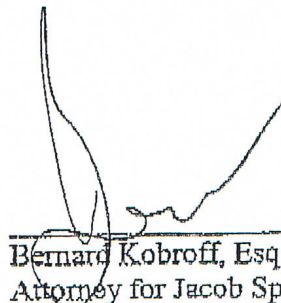
Thank you for your assistance in this matter.

Very truly yours,



Brian T. Carr

Consented:



Bernard Kobroff, Esq.
Attorney for Jacob Spritzer

Index No.

601311/07
Year

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

HERZFELD & RUBIN, P.C.
Plaintiff

- against -

JACOB SPRITZER, a/k/a YAAKOV SPRITZER YACKOV,
Defendant.

NOTICE OF MOTION

Attorney for

EDWARD L. BIRNBAUM

125 Broad Street, Suite 1200
New York, New York, 10004
(212) 471-8540

Certified Pursuant to rule 130-1.1-a

EDWARD L. BIRNBAUM, Attorney

To:

Attorney(s) for

Service of a copy of the within

is hereby admitted.

Dated:

.....
Attorney(s) for

PLEASE TAKE NOTICE

_____ that the within is a (certified) true copy of a
Notice of _____ entered in the office of the clerk of the within name Court on _____ 20____
Entry

_____ that an Order of which the within is a true copy will be presented for settlement to the Honorable
Notice of _____, one of the judges of the within named Court,
Settlement at _____
on _____ 20____, at _____ M.

Dated:

EDWARD L. BIRNBAUM

Attorney for

125 Broad Street, Suite 1200
New York, New York, 10004

To: