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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

-----X  
EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,

Plaintiff,

v.

RAPPAPORT, HERTZ, CHERSON,  
AND ROSENTHAL, PC,

Defendant.  
-----X

CIVIL ACTION NO.

02-5259 (ADS) (ARL)

**FILED**  
IN CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.

★ DEC 31 2003 ★

LONG ISLAND OFFICE

**CONSENT DECREE**

The parties to this Consent Decree are the Equal Employment Opportunity Commission (hereafter "the EEOC"), an agency of the United States Government, and Rappaport, Hertz, Cherson, and Rosenthal, PC (hereafter "Rappaport"), a professional corporation, incorporated in the State of New York and doing business in New York.

The EEOC brought this action on September 30, 2002 pursuant to Sections 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq. ("Title VII"), and section 102 of the Civil Rights Act of 1991, 42 U.S.C. §1981A, alleging that Rappaport engaged in sexual harassment, retaliation, and constructive discharge. The EEOC and Rappaport (hereinafter "the Parties") desire to compromise and settle the differences embodied in this action, and intend that the terms and conditions of the settlement be set forth in this Consent Decree. The Parties agree that it is in their mutual interest to resolve this matter fully without the costs, uncertainty, expense and

delay of litigation. This agreement is not an admission of liability by Rappaport, nor shall it be construed as such.

The Parties therefore do hereby stipulate and consent to the entry of this Decree as final and binding between Rappaport and the EEOC, who are the signatories hereto, and their future successors or assigns. This Decree resolves all matters related to Civil Action No.02-5259, filed in the United States District Court for the Eastern District of New York. The Parties have agreed that this Decree is being entered into without Findings of Fact and Conclusions of Law having been made and entered by the Court. The Parties agree that this Consent Decree constitutes the complete agreement between the EEOC and Rappaport. No waiver, modification or amendment of any provision of this Consent Decree shall be effective unless made in writing, approved by all Parties to this Consent Decree, and approved or ordered by the Court.

In consideration of the mutual promises and agreements set forth by each Party to this Decree, the sufficiency of which is hereby acknowledged, the Parties agree as follows, the Court finds appropriate, and it is therefore ORDERED, ADJUDGED AND DECREED that:

#### **A. GENERAL PROVISIONS**

1. This Consent Decree resolves all issues raised in EEOC Charge Number 160-A1-0166 and in the Complaint filed by the EEOC in this case, but does not constitute an adjudication on the merits. The parties agree that the Complaint is amended to withdraw, with prejudice, all allegations pertaining to the class. The EEOC does not waive processing or litigating claims other than those set forth against Rappaport in the above-referenced Complaint. Nothing in this Decree shall be construed to prohibit any entity or person other than the EEOC from pursuing any claims against the Defendant.

2. The Parties agree and the Court finds that this Court has jurisdiction of the subject matter of this action and of the Parties to this action, that venue is proper, and that all administrative prerequisites have been met. No Party shall contest the validity of this Decree, or the jurisdiction of the federal district court to enforce this Decree and its terms.
3. This Decree is being issued with the consent of the Parties and does not constitute an adjudication or finding by this Court on the merits of the allegations of the Complaint. Nothing contained in this Decree shall be construed as an admission of liability on the part of Rappaport.

**B. ANTI-DISCRIMINATION AND ANTI-RETALIATION POLICY;**

**NOTICE AND POSTING; WRITTEN POLICY**

4. Rappaport and its managers, officers, agents and successors and assigns, agree that they will not discriminate against any individual because of the individual's sex, subject employees to differential treatment regarding the terms and conditions of employment because of sex, engage in sexual harassment toward any employee, or engage in retaliation against any individual for asserting her or his rights under Title VII.
5. Rappaport and its agents further agree not to retaliate against any individual for having participated in this matter in some way, given testimony in this matter or asserted her or his rights under Title VII.
6. No later than five (5) days after receiving notice of the Court's entry of this Consent Decree, Rappaport shall conspicuously post at its offices a copy of a remedial notice, printed on EEOC letterhead and signed by Steven Hertz, Partner, in the form attached hereto as Exhibit A.

7. Rappaport shall revise its policy on discrimination by adopting the policy appended as Exhibit B no later than ten (10) days of the entry of this decree. Within five (5) days of its adoption, this policy will be distributed to all of Rappaport's employees, including supervisory staff and attorneys, will be maintained in a publicly available manner accessible to all employees, and shall be included in any relevant policy or employee manuals maintained in Rappaport's course of business.

**C. RELIEF FOR RABBIA ASHRAF**

8. In settlement of this dispute, Rappaport shall pay fifty thousand dollars (\$50,000.) to Rabbia Ashraf as compensation for her claims arising out of EEOC Charge Number 160-A1-0166. Rappaport, through Rappaport's counsel, shall make such payments no later than ten (10) days from the date of the Court's entry of this Consent Decree by delivering to Rabbia Ashraf, in care of her attorney, by United States Postal Service, certified mail/ return receipt, a check in the amount set forth above, accompanied by the appropriate 1099 form. Prior to the submission of this Consent Decree to the Court, Ms. Ashraf and Rappaport shall execute a settlement agreement which contains, *inter alia*, mutual general releases.
9. In consideration of this settlement, Rappaport will send a letter, in the form as attached at Exhibit C, to the NY Supreme Court, Appellate Division, Second Department Grievance Committee, and will take no steps, unless specifically requested by the Grievance Committee, to pursue the pending grievance against Rabbia Ashraf.
10. In consideration of this settlement, Rappaport will withdraw its demand to the American Arbitration Association for arbitration of its dispute with Ms. Ashraf in this matter.

**D. REFERENCES**

11. All requests for an employment reference concerning Ms. Ashraf shall be directed to Ms. Cathi Cullen, Office Manager, Rappaport, Hertz, Cherson, & Rosenthal, PC, 118-35 Queens Boulevard, Forest Hills, NY 11375 or any successors in that position, who will provide a letter attached as Exhibit D, unless required by law or Court order or, with respect to attorneys, any ethical canons applicable to the practice of law in New York State, in which case Rappaport will complete such forms in a neutral manner and will provide a copy of any such responses to Ms. Ashraf. This provision does not apply to affirmative requests, if any, made by the Appellate Division Grievance Committee concerning the pending grievance against Rabbia Ashraf.

**E. TRAINING**

12. Within three (3) months of the entry of this decree, all Defendant's supervisory staff, attorneys, and employees shall be required to attend a training program of at least four (4) hours for supervisory staff and attorneys and two (2) hours for non-supervisory staff and employees, regarding equal employment opportunity rights and responsibilities, with a focus on Title VII and its provisions. Such training will be conducted by an appropriate trainer acceptable to the EEOC. Rappaport will forward to the EEOC a copy of the proposed training package, including the names and resumes of the proposed trainers, within one month from the date of the entry of this decree. Rappaport will forward a copy of the training package used, including a summary of the topics covered, and a copy of the signed attendance sheet of each session within ten (10) days of the completion of that training

program.

13. In each calendar year thereafter, supervisory staff and attorneys will receive one hour of refresher training on the implementation of the employment discrimination policy and procedures; all new employees shall receive this training within thirty (30) days of hire or promotion, during initial orientation or otherwise. Such refresher and new employee training may be conducted through appropriate electronic, video, or other means.

#### **F. MONITORING**

14. The EEOC has the right to monitor and review compliance with this Consent Decree. Accordingly, within one month from each activity and on or before one year from the date of the Court's entry of this decree, Defendant shall submit written proof via affidavit to EEOC that it has complied with the requirements set forth in paragraphs four through thirteen (§§ 4-13) above. Such proof shall include, but not be limited to, a sign-in sheet, certificate, or other proof of course completion, and an affidavit stating that the policies and notices were distributed and conspicuously posted in the Rappaport offices by the required dates.
15. Nothing in this Consent Decree shall be construed to preclude the EEOC from bringing proceedings to enforce this Consent Decree in the event that Rappaport fails to perform the promises and representations contained herein. Breach of any term of this Consent Decree shall be deemed a substantive breach of this Consent Decree.

#### **G. COSTS AND FEES**

16. The Parties agree to pay their own costs and attorneys fees associated with this action.

#### H. DURATION

17. This Decree will remain in effect until two (2) years from the date of the Court's entry of this Consent Decree.
18. The Parties agree that this Consent Decree constitutes the complete agreement between EEOC and Rappaport. The training paragraphs twelve and thirteen (§§ 12-13) can be modified upon written agreement between the parties. No waiver, modification or amendment of any other paragraph or provision of this Consent Decree shall be effective unless made in writing, approved by all Parties to this Consent Decree, and approved or ordered by the Court.

SO ORDERED, ADJUDGED AND DECREED.

Signed this 31<sup>st</sup> day of DEC, 2003

\_\_\_\_\_  
ARTHUR D. SPATT  
U.S. DISTRICT COURT JUDGE  
EASTERN DISTRICT OF NEW YORK

APPROVED IN FORM AND CONTENT:

*Ms. Gilbride*  
**MOVANT'S COUNSEL IS DIRECTED TO SERVE A  
COPY OF THIS ORDER ON ALL PARTIES UPON  
RECEIPT.**

By Plaintiff, EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION:

*Katherine E. Bissell*  
Katherine E. Bissell  
Regional Attorney

Elizabeth Grossman  
Supervisory Trial Attorney

Michele J. Le Moal-Gray  
Trial Attorney (MLG-8541)

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

New York District Office  
33 Whitehall Street, 5<sup>th</sup> Floor  
New York, NY 10004-2112  
(212) 336-3700

By Defendant.,  
RAPPAPORT, HERTZ, CHERSON, AND ROSENTHAL, PC,



Joan M. Gilbride (JG 6238)  
Kaufman Borgeest & Ryan LLP

99 Park Avenue  
New York, NY 10016  
Attorney for Defendant  
RAPPAPORT, HERTZ, CHERSON, AND  
ROSENTHAL, PC





**EXHIBIT A**  
**NOTICE TO ALL EMPLOYEES OF**  
**RAPPAPORT, HERTZ, CHERSON, AND ROSENTHAL, PC**

This notice is posted pursuant to a Consent Decree entered into between Rappaport, Hertz, Cherson, and Rosenthal, PC ("Rappaport") and the U. S. Equal Employment Opportunity Commission ("EEOC"), in resolution of Case No. CIV. 02-5259 filed by the EEOC in the United States District Court for the Eastern District of New York. In that lawsuit, EEOC alleged that Rappaport violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 by engaging in sexual harassment and in retaliatory behavior against some cooperating parties.

Title VII gives employees the right to work in an environment free from discrimination, intimidation, ridicule, and insult based on sex. Sexual harassment is a form of sex discrimination which is prohibited by federal law. Conduct which is considered sexual harassment includes inappropriate comments or touching of a sexual nature, unwelcome sexual advances, and situations where responses to a sexual advance by an individual affects an individual's employment or employment decisions relating to that person, interferes with the individual's work performance, or creates an intimidating, hostile or offensive work environment.

Federal law also prohibits retaliation against any individual by an employer because the individual formally or informally complains of discrimination, cooperates with the government's investigation of a charge of discrimination, participates as a witness or potential witness in litigation, or otherwise exercises his or her rights under the law. Retaliation occurs when the employer takes a negative or adverse employment action against the employee because of his or her complaint, protest, or opposition.

Should you have any complaints of discrimination, you may contact the

Equal Employment Opportunity Commission  
New York District Office  
33 Whitehall St., 5<sup>th</sup> Floor  
New York, NY 10004  
Telephone: (212) 336-3721 Or National Toll Free: 800-222-0364

**THIS IS AN OFFICIAL NOTICE**  
**AND SHALL NOT BE DEFACED BY ANYONE**

This notice must remain posted for two (2) years from the date of posting and may not be altered, defaced or covered by any other material.

**DATED:**

B

**APPENDIX B**

**PRIVILEGED & CONFIDENTIAL  
INTER-OFFICE MEMORANDUM**

To: ALL ATTORNEYS AND STAFF  
From:  
Date:  
Re: Personnel Policy Manual

Attached is a revised Personnel Policy Manual.

Kindly read the Manual carefully. If you have any questions, contact the Office Manager, Catherine Cullen or your Office Coordinator, Yolanda Ciuro.

Please acknowledge that you have received the Manual, have read it and understand it, by printing and signing your name, as well as, dating the bottom portion of this memorandum. Thank you.

I hereby acknowledge receipt of the Rappaport, Hertz, Cherson & Rosenthal, Personnel Policy Manual dated . I understand that this manual is not a contract of employment between me and Rappaport, Hertz, Cherson & Rosenthal, and I should not view it as such. No employee is guaranteed employment for any specific duration. I also understand that no one from Rappaport, Hertz, Cherson & Rosenthal, has any authority to represent to me, orally or in writing, that this manual or any particular personnel policy or procedure contained in it is or may be viewed as an agreement or as a commitment to me, and no such representation shall be binding upon Rappaport, Hertz, Cherson & Rosenthal, I further understand that Rappaport, Hertz, Cherson & Rosenthal, reserves the right to unilaterally modify, amend, or eliminate policies, procedures, and/or benefits at any time, or to require and/or increase contributions toward these benefits with or without notice to me.

I also understand that the information in this manual is confidential and for the use of our employees only: It will, at all times, remain the property of Rappaport, Hertz, Cherson & Rosenthal, Should employment be terminated for any reason, I will return this handbook to Rappaport, Hertz, Cherson & Rosenthal. This basically means that at any time during my employment I may resign, if it is in my best interest, Rappaport, Hertz, Cherson & Rosenthal, has a commensurate right to protect its interest. By signing this statement, I acknowledge that I have received and read, not necessarily agree with, our employee manual and this statement.

Date

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Employee Signature

## **POLICY AGAINST HARASSMENT**

### **FIRM STATEMENT OF POLICY**

The Firm is committed to a collegial work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal opportunities and prohibits discriminatory practices, including sexual harassment. Therefore, the Firm expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment. This kind of behavior based on bias, prejudice and/or harassment is unacceptable at the workplace and in any work-related setting outside the workplace such as during business trips, court appearances and business-related social events. The Firm will not tolerate discrimination or harassment of its employees and will take appropriate action to investigate all complaints and remediate any harassment or other discrimination.

### **HARASSMENT DEFINED**

The Firm's policy against discrimination and harassment prohibits all types of harassment or other discrimination involving a protected category under Federal, State or local law (for example, on the basis of race, color, religion, national origin, sexual orientation, age and/or disability). The procedures for reporting any type of prohibited harassment or discrimination, including sexual harassment, are set forth below.

Harassment is a form of discrimination based on any protected basis (race, color, sex, religion, national origin, age 40 or older, disability or retaliation under the anti-discrimination statutes).

Harassment of an individual based on race, color, sex, religion, national origin, age 40 or older, disability or retaliation is unlawful if submission to or rejection of such conduct by an individual is made the basis for an employment decision affecting the individual; or such conduct is sufficiently severe or pervasive to create a hostile work environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances; subtle or overt requests for sexual favors; sexual jokes; innuendoes, advances or propositions; verbal abuse of a sexual nature; graphic commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling, touching, pinching, assault, coerced sexual acts, or suggestive, insulting, or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

It is also essential to understand that consenting romantic and sexual relationships

between partners, counsel or associates or between co-workers may lead to unforeseen complications. Therefore, each partner, associate and employee should be aware of the possible risks of even a consensual sexual relationship. With this in mind, if allegations of a consensual sexual relationship are brought to the Firm's attention, the Firm may reassign or rearrange reporting functions or other roles of parties engaged in such a consenting relationship to avoid potential problems in this regard.

This policy should not, and may not, be used as a basis for excluding or separating individuals of a particular gender from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in sexual discrimination or exclusion, in order to avoid allegations of sexual harassment. The law and the policies of the Firm prohibit disparate treatment on the basis of sex, with regard to terms, conditions, privileges and perquisites of employment. The proscription of sexual harassment is intended to complement and further that policy, not to form the basis of an exception to it.

The Complaint Procedure is described below.

#### **INDIVIDUALS COVERED UNDER THE POLICY**

This policy applies to all employees (of counsel, associates, summer associates, paralegals, support staff) and partners, whether related to conduct engaged in by fellow employees, supervisors, associates, partners, or someone not directly connected to the Firm (e.g., an outside vendor, expert, client, opposing counsel).

#### **REPORTING AN INCIDENT OF HARASSMENT OR OTHER DISCRIMINATION**

The Firm encourages reporting of all perceived incidents of sexual harassment, other harassment, or other discrimination, regardless of the accused's identity or position. Individuals who believe they have been the victim of such behavior are encouraged to discuss their concern as follows:

1. with Catherine Cullen, Office Manager
2. with Yolanda Ciuro, Office Coordinator
3. with any member of the Sexual Harassment! Discrimination Committee.

Petal V. Scott  
Jeffrey M. Goldstein  
Rosemarie Almanzar

## **COMPLAINT PROCEDURE**

The Firm encourages individuals who believe they are being harassed or otherwise discriminated against, to promptly notify the offender that his or her behavior is unwelcome. If for any reason an individual does not wish to confront the offender directly, or if such a confrontation does not successfully end the harassment or discrimination, the individual should notify any of the following: the Office Manager; the Office Coordinator; or any member of the Sexual Harassment/Discrimination Committee (as listed on the attachment) who may, if the individual so requests, talk to the alleged harasser on the individual's behalf, or arrange for mediation between the individual and the alleged harasser, with a third person acceptable to both. In addition, there may be instances in which an individual seeks only to discuss matters with a Committee member or any one of the other designated Firm representatives. Such discussion is encouraged.

An individual reporting sexual harassment should be aware, however, that the Firm may decide it is necessary to take action to address the harassment or discrimination complaint beyond an informal discussion. This decision will be discussed beforehand, if possible, with the individual who brought the Complaint. The best course of action in any case will depend on many factors and, therefore, the informal procedure is not a required first step for the reporting individual.

### **Notification of Appropriate Staff**

As noted above, individuals who believe they have been the victims of sexual harassment or other discrimination or believe they have witnessed such behavior should discuss their concerns with the Office Manager; the Office Coordinator; or with any member of the Sexual Harassment/Discrimination Committee. Anyone who receives information regarding such behavior is obliged to report it immediately to a member of the Sexual Harassment/Discrimination Committee.

### **Timeliness in Reporting Harassment**

The Firm encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention has proven to be the most effective method of resolving actual or perceived incidents of sexual harassment and other types of discrimination and we encourage employees to speak up as soon as possible.

### **Investigatory Process**

All reported allegations of discrimination or illegal harassment will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

### Confidentiality

The complaint and investigation will be handled with sensitivity and confidentiality will be maintained throughout the investigatory process, to the extent practical and appropriate under the circumstances, in light of the privacy interests of all concerned.

### Protection Against Retaliation

Retaliation against an individual for reporting sexual harassment or discrimination, or assisting in providing information relevant to a claim of sexual harassment or discrimination, is a serious violation of this policy and will be treated with the same strict discipline, as would the harassment or discrimination itself. Acts of retaliation should be reported immediately and will be promptly investigated.

### Responsive Action

Misconduct constituting sexual harassment or other discrimination will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and disciplinary action such as warnings, reprimands, withholding a promotion or pay increase, reassignment, temporary suspension without pay, compensation adjustments, or termination, as the Firm may believe appropriate under the circumstances. Absent special circumstances, the reassignment of the complainant is generally not an acceptable corrective action unless the complainant so requests or consents.

### Records of Complaint and Investigation

The Firm will maintain a written record of each formal complaint and how it was investigated and resolved. Written records will be maintained in confidence to the extent practical and appropriate. The keeper of the records will be a designee on the Sexual Harassment/Discrimination Committee. Written records will be maintained for at least the same period as other personnel records are maintained.

### Appeals Process

If a party to a complaint does not agree with its resolution that party may file written comments with William J. Rappaport, Steven M. Hertz or Eliot Cherson who will review the situation and respond to the complaint within a reasonable period of time. If any of those individuals is involved in the complaint, the appeal can be made to either of the other two individuals.

### False and Malicious Accusations

False and malicious complaints of sexual harassment or other discrimination, as opposed to complaints that, even if erroneous, are made in good faith, will be treated as unethical employee behavior.



## **CONCLUSION**

We want all employees to know that they are not required to endure insulting, degrading or exploitative treatment. The Firm requires that each person will exhibit, in his or her conduct and communications, sound judgment and respect for the feelings and sensibilities of every other employee in the Firm.

The Firm has developed this policy to ensure that all of its associates, employees and partners can work in an environment free from harassment and discrimination. The Firm will make every reasonable effort to ensure that all partners, associates, and employees are familiar with this policy and are aware that any complaint received will be investigated and resolved appropriately.

Any partner, associate or employee who has any questions or concerns about this policy should talk with the Office Manager, Office Coordinator, any member of the Sexual Harassment Discrimination Committee or William J. Rappaport, Steven M. Hertz or Eliot Cherson.

## **COMMITTEE**

The presently acting members of the Sexual Harassment/Discrimination Committee are:

PETAL V. SCOTT

JEFFREY M. GOLDSTEIN

ROSEMARIE ALMANZAR



**RAPPAPORT, HERTZ, CHERSON & ROSENTHAL, P.C.**

ATTORNEYS AT LAW  
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718-269-7777

STEVEN M. HERTZ  
ELIOT J. CHERSON  
WILLIAM J. RAPPAPORT  
MICHAEL C. ROSENTHAL  
ROBERT I. MILLER  
MICHAEL A. STEINER  
KENNETH T. BARANY  
HARRIET THOMPSON-SHAND

DAVID I. PAUL  
JEFFREY M. GOLDSTEIN  
ROBERT S. ROSMAN  
FRANK G. BUGLIONE  
MILAN DEY-CHAO  
KERRY S. GLASGOLD  
GREGORY T. SMITH  
HALEN AHDOUT

OF COUNSEL:  
JEFFREY M. STEINITZ

November 12, 2003

Andral N. Bratton, Esq.  
Deputy Chief Counsel  
Disciplinary Committee  
61 Broadway  
New York, N.Y. 10006

**Re: Rabbia Ashraf, Esq.**

Dear Mr. Bratton:

We are the former employers of Rabbia Ashraf. We write to advise the Disciplinary Committee that we have resolved our differences with Ms. Ashraf and no longer wish to pursue the pending grievance.

Very truly yours,

Eliot J. Cherson

cc: Howard Benjamin, Esq.  
Benjamin Brotman & Maltz, LLP

Joan Gilbride, Esq.  
Kaufman, Borgheest & Ryan



**RAPPAPORT, HERTZ, CHERSON & ROSENTHAL, P.C.**

ATTORNEYS AT LAW

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STEVEN M. HERTZ  
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MICHAEL C. ROSENTHAL  
ROBERT I. MILLER  
MICHAEL A. STEINER  
KENNETH T. BARANY  
HARRIET THOMPSON-SHAND

DAVID I. PAUL  
JEFFREY M. GOLDSTEIN  
ROBERT S. ROSMAN  
FRANK G. BUGLIONE  
MILAN DEY-CHAO  
KERRY S. GLASGOLD  
GREGORY T. SMITH  
HALEH AHDOUT

OF COUNSEL:  
JEFFREY M. STEINITZ

November 12, 2003

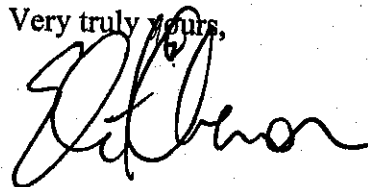
To Whom It May Concern

**Re: Rabbia Ashraf, Esq.**

Dear Sir or Madam:

Rabbia Ashraf was an associate at this firm from November 1998 until Dec. 31, 2000. At the time that she voluntarily left the firm, she was earning \$50,000.00.

Very truly yours,



Eliot J. Cherson