



VIA OVERNIGHT FIRST CLASS MAIL
April 2, 2014

Honorable Shira A. Scheindlin
United States District Judge
United States District Court
Southern District of New York
500 Pearl Street
New York, NY 10007-1312

Plaintiff's time to obtain new
counsel is hereby extended to
April 28, 2014.

SO ORDERED.
[Signature]

4/4/14 Shira A. Scheindlin, USDJ

Re: *Rates Technology Inc. v. Broadvox Holding Company*
Civil Action No. 13 Civ. 0152 (SAS) (SN)

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 4/4/14

Ear Judge Scheindlin:

I am sorry that at this time I must write to you directly in behalf of Rates Technology Inc. ("RTI"), and not through counsel.

On March 4, 2014, you ordered that RTI have new counsel on or before April 4, 2014. RTI has been unable to obtain new patent and business counsel mostly because the Springut Law firm has entirely poisoned the waters with its incomplete, inaccurate filing of its Motion to Withdraw accompanied by its gratuitous letter to your Honor.

You ruled almost immediately to grant their Motion without affording RTI the opportunity to state on the record that the fee agreement they attached was incorrect, and not the one into which RTI entered. Their sworn statement to you was materially in error as to monies due to them, as to our disagreements in settling with Broadvox, amongst many other things. Materials and copies of materials promised to us many months prior to their filing their Motion to Withdraw and withdrawing from the Broadvox case have been withheld, and such creates a great impediment to RTI obtaining new patent counsel. We have still yet to obtain a transcript of the Markman hearing and a copy of the materials submitted to your Honor in camera so as to demonstrate RTI's pre-filing conduct.

It is clear that there is much that I cannot disclose to you regarding Springut Law's commentary regarding your Markman opinion, and also regarding matters regarding RTI's potential settlement terms with Broadvox. Suffice it to say that Springut Law wanted that RTI commit irrevocably to hiring them to set the case for Appeal and then to take the Appeal all the way to the Federal Circuit at a cost of approximately \$3 million. Their actions were intended to interfere with a Broadvox settlement, were economically self-motivated for their interests and not to those of their client, RTI. Their "officer of



the court” letter to you is the equivalent of them writing to you and declaring retroactively that they failed to do a adequate pre-filing investigation (which we are not suggesting). This is to suggest their bad-faith “officer of the court” positioning.

RTI is particularly aggrieved at Springut Law’s public filing of the inaccurate and incomplete attorney-client privileged fee agreement, the “officer of the court” gratuitous comments regarding the U.S. Supreme Court case regarding jurisdiction, among other reasons because this was against RTI’s wishes, against RTI’s instructions, against RTI’s orders to Springut Law, and also because Springut Law had addressed that U.S. Supreme Court case to RTI many months in advance of the maliciously timed Motion to Withdraw cover letter to your Honor. It is clear that their intent could only be malice and a payback for RIT not agreeing with them as to the terms and conditions so as to settle the patent infringement matter with Broadvox. Because of Springut Law’s “officer of the court” letter to your Honor it is not clear at this time whether RTI needs patent infringement counsel, business counsel, or both, although it is clear that RTI must retain malpractice counsel.

For the reasons stated above RTI respectfully requests a sixty (60) day extension, to June 4, 2014, in order that RTI retain new counsel to replace RTI’s departed counsel, Springut Law.

Respectfully submitted,

Rates Technology Inc.

A handwritten signature in black ink, appearing to read "Gerald J. Weinberger", is written over the typed name. The signature is fluid and cursive, with a long horizontal stroke at the end.

By Gerald J. Weinberger, Pres.