SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. DRB 15-021
District Docket No. XIV-2012-0275E

IN THE MATTER OF	:
JOSEPH RAKOFSKY	:
AN ATTORNEY AT LAW	:

Decision

Argued: March 19, 2015

Decided: August 27, 2015

Hillary Horton appeared on behalf of the Office of Attorney Ethics.

Thomas J. Smith, III, appeared on behalf of respondent.

To the Honorable Chief Justice and Associate Justices of the Supreme Court of New Jersey.

This matter was before us on a recommendation for two reprimands, filed by the District IX Ethics Committee (DEC). The first reprimand related to respondent's violation of RPC 7.1(a) (false or misleading communications about the lawyer, the

lawyer's services, or any matter in which the lawyer has or seeks a professional involvement) and RPC 7.5(b) (failure to identify on firm letterhead the jurisdictional limitations on those not licensed to practice in New Jersey). The second reprimand concerned respondent's violation of RPC 1.5(b) (when the lawyer has not regularly represented the client, failure to communicate the basis or rate of the fee, in writing, to the client before or within a reasonable time after commencing the representation), RPC 1.15(d) (failure to comply with the recordkeeping requirements of R. 1:21-6), and RPC 5.5(a) (unauthorized practice of law). We accept the DEC's findings with respect to all RPC violations, except RPC 5.5(a), and determine to impose a censure for the totality of respondent's conduct.

Respondent was admitted to the New Jersey bar in 2010. At the relevant times, he maintained an office for the practice of law in Freehold, operating under the name "Rakofsky Law Firm, PC" (the firm). He has no disciplinary history.

The facts are taken from an undated stipulation between respondent and the Office of Attorney Ethics (OAE) and the transcript of the September 5, 2014 DEC hearing in this matter.

Respondent graduated from law school in 2009. Upon obtaining his license to practice law in New Jersey, in 2010, respondent established his Freehold law practice. Prior thereto, he had worked as a law clerk for Jacoby and Meyers, the Blanch Law Firm, and the Nassau Suffolk Legal Services, in Long Island. In addition, in order to gain experience, respondent worked, without pay, for New York attorney Richard Borzouye, whom he met in early 2010. When respondent obtained his license, he and Borzouye agreed to work together in a firm that bore respondent's name.

Respondent identified Borzouye and Sherlock Grigsby as his law partners and close friends. Respondent explained that, before Grigsby became his partner, he had hired Grigsby to handle a matter in Washington, D.C., where he was licensed to practice law. After respondent had established the firm and formed the partnership with Borzouye and Grigsby, his partners continued to generate and handle their own cases in their respective jurisdictions (New York and Washington, D.C.). Any fees recovered in those matters were theirs, individually. For those matters that involved "sharing resources," respondent split the fees with them. He acknowledged that the address on

the firm's trust and business account statements was his residence rather than his law office.

When respondent worked for Borzouye, he handled matters in New York and Connecticut and provided a myriad of legal services, but did not appear in court. When respondent opened the firm, he handled New York litigation matters, but only after having been admitted pro hac vice, through Borzouye. As of the date of the DEC hearing, respondent was unemployed, having practiced law for only one year.

Count one of the formal ethics complaint charged respondent with having violated RPC 7.1(a), based on misrepresentations on the firm's website and a Yahoo Local advertisement, from "at least June 2010 until April 2011." Count two charged respondent with having violated RPC 7.5(b), because the firm's letterhead did not disclose that Borzouye and Grigsby were not licensed to practice law in New Jersey.

In the stipulation, executed before the September 5, 2014 hearing, respondent admitted the RPC 7.1(a) and RPC 7.5(b) violations. With respect to count one, he stipulated that he had made the following misrepresentations:

> That respondent worked on cases involving murder, embezzlement, tax evasion, civil RICO, securities fraud, bank fraud,

> insurance fraud, wire fraud, conspiracy, money laundering, drug trafficking, grand larceny, identity theft, counterfeit credit card enterprise, and aggravated harassment;
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> That respondent had experience defending people who were charged with the sale of and intent to sell crack, cocaine, PCP, heroin, marijuana, ecstasy, Oxycontin, Vicodin, Percocet, as well as the "manufacture, distribution, trafficking, possession, paraphernalia," in addition to individuals charged with drug prescription forgery and "all species" of pharmaceutical-related fraud;
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> That respondent was "experienced" and had "federal and state trial experience;" and
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> That respondent founded the Firm "on a commitment to set the standard for criminal defense in New York City."

As to count two, the stipulation stated that, although the letterhead reflected that the firm had offices in New Jersey, New York, and Washington, D.C., it did not indicate the jurisdictional limitations on attorneys Grigsby and Borzouye.[1] At the ethics hearing, respondent testified that, upon receipt of the grievance, he immediately "shut down" the internet

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[1] The record does contain a retainer agreement in the form of a letter to Rashid Mahmood Akhter. On that letterhead, the members of the firm are not identified at all.

advertising and changed the letterhead to comply with RPC 7.5(b). He no longer advertises on the internet.

Count three of the complaint charged respondent with having violated RPC 1.5(b), RPC 1.15(d), and RPC 5.5(a). The parties stipulated to certain facts underlying these charges, as summarized below.

On December 20, 2010, respondent met with Maria Esteve at her Brooklyn, New York office. He was not licensed to practice law in New York. At that time, Esteve "hired" him to handle an unidentified matter and paid him $2,500. On February 18, 2011, she paid him an additional $2,000. Esteve's $2,500 check was made payable to the Rakofsky Law Firm, PC, and the memo line stated "dep on retainer." The $2,000 check was made payable to respondent, personally, and the memo line stated "balance of retainer." Respondent deposited Esteve's checks into the firm's business account. He did not provide Esteve with a fee agreement or maintain a client file because, he claimed, he was not retained to perform legal services for her.

At the ethics hearing, respondent continued to deny that Esteve had hired him for a legal matter. Rather, she simply enlisted his assistance in seeking the return of some documents, for an orally-agreed upon price of $5,000. He did not enter an

appearance on her behalf in any court and did not file any pleadings.

Although respondent admitted, during his OAE interview, that Esteve would not have contacted him were he not an attorney, at the DEC hearing, he claimed that he did not know why Esteve had selected him for the task. He asserted that anyone could have helped her recover the documents, though he did not share that opinion with Esteve. To recover her files, he made some phone calls to a police department that had confiscated the files in connection with a criminal matter involving some of Esteve's employees and accompanied her to retrieve them. He could not recall whether he had identified himself as a lawyer to the recipients of those calls.

According to respondent, Borzouye had accompanied him to the meeting with Esteve because, if the matter evolved into a legal one, Borzouye would step in and handle it, as respondent was not licensed to practice law in New York.

Count four of the ethics complaint charged respondent with having violated RPC 1.5(b)[2] and RPC 5.5(a). Here, too, the

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[2] The OAE later agreed to dismiss the RPC 1.5(b) charge.

parties stipulated to certain facts underlying these charges, as summarized below.

In November 2010, respondent met with Rashid Akhter at respondent's Wall Street office. Akhter hired respondent to represent him in an overtime dispute with his former employer, Rainbow Corp., which was located in Brooklyn, New York. The matter settled, and, on March 16, 2012, respondent received a $9,500 settlement check on behalf of Akhter.

According to respondent, Akhter, who lived in Jersey City, had requested to meet with him in a nearby office. Respondent suggested his Manhattan office, as a matter of convenience to Akhter. Borzouye was present at the initial meeting.

Respondent acknowledged that the retainer agreement identified him as the attorney in charge of the case. He testified, however, that "that is not really accurate." Although, the retainer agreement stated that "no one particular member of RAKOFSKY LAW FIRM, P.C. is being retained, but, rather that Firm as an entity, is undertaking legal representation," which was called the "team approach," respondent was identified as the attorney who would be "in charge of, and responsible for, the administration of this matter."

Respondent claimed that, although he "clearly helped" Akhter, "the responsibility's [sic] was . . . Borzouye's," as he "was the attorney in charge even though he didn't sign." Respondent was the attorney who had a "good relationship" with Akhter and, thus, he "was in charge in that sense."

Rainbow was a New York company. Respondent stated that, if a lawsuit were necessary, he did not know where it would be filed, adding that it could be filed either in New York or New Jersey. He identified a draft complaint, which stated that Borzouye and respondent "(subject to PRO HAC VICE order)" represented Akhter. According to respondent, this was the procedure followed in other matters instituted in the New York courts.[3] The complaint also contained a "bar code" number under the signature line for each attorney.

According to respondent, he had provided a copy of the draft complaint to Rainbow. He explained:

> I mean, at some point we had to make contact with Rainbow. At that time we made contact with Rainbow, it's very likely that this rough draft was put in there and said, we are prepared to file suit but we would like to avoid that, and, you know, just so you

[3] He estimated that, in total, he worked on about ten cases, seven of which involved his admission pro hac vice.

> can see for yourselves, this is -- this is what we believe and this is what we are going to argue if you force our hand.
>
> [T93-1 to 8.][4]

Respondent testified that New York attorney Robert Leno also was involved with the settlement of the case, without specifying what Leno did, beyond having some discussions with opposing counsel, as did respondent. Despite having been identified as Akhter's attorney on the draft complaint, Borzouye had no role in the case.

After the case had settled, respondent deposited the $9,500 settlement check into the firm's trust account and distributed $6,808 to Akhter and $2,682 to the firm. Respondent noted that he had given Akhter more than he was entitled to "so he would have a better outcome."[5] Respondent also stated that Leno was paid a flat fee "out of [respondent's] pocket" prior to respondent's receipt of the $9,500 settlement check. He could not remember the amount.

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[4] "T" refers to the transcript of the September 5, 2014 hearing before the DEC.

[5] Respondent acknowledged that the amount withdrawn and distributed was $10 less than the total settlement of $9,500.

In mitigation, respondent testified that he had no ethics history, although he disclosed that he had been investigated by the Washington, D.C. bar, for what appears to have been some form of incompetence. He was exonerated, however. No client had ever complained about his work. He cooperated with the OAE and corrected all "mistakes" that were pointed out to him. Finally, as his lawyer pointed out, he was young and inexperienced and no client suffered harm.

For respondent's stipulated violation of RPC 7.1(a) and RPC 7.5(b), the DEC recommended a reprimand, describing his actions as having "demonstrated a pattern of neglect for the truth" and showing "a complete disregard for the truth." In sum, respondent's representations were, in the DEC's view, nothing more than "fiction."

With respect to count three, the DEC found that respondent had acted as Esteve's attorney and was "retained and paid as such" in retrieving her files. The DEC pointed out that the files had been confiscated by a law enforcement agency and that respondent "had a personal encounter with that law enforcement agency in the furtherance of his duties on behalf of Ms. Esteve." Accordingly, he had engaged in the unauthorized practice of law in acting on her behalf.

Because respondent had represented Esteve in his capacity as an attorney, the DEC found that he was required to provide her with a written fee agreement. His failure to do so was a violation of RPC 1.5(b). Finally, the DEC found that respondent's failure to maintain a file for the Esteve matter and to keep records of the time he spent on the matter violated RPC 1.15(d) and R. 1:21-6.

With respect to count four, the DEC found that respondent had engaged in the unauthorized practice of law in the State of New York. Notwithstanding his claim that he would have sought admission pro hac vice, if the Akhter matter had proceeded to litigation, the DEC observed that the draft complaint reflected a bar code number under respondent's name. Although the DEC did not know the purpose of the number, it believed that its presence "raises concerns as to Respondent's truthfulness" because the code was either fictitious or had been assigned to him in a prior matter.

For respondent's unauthorized practice of law in New York, the DEC recommended an additional reprimand.

Following a de novo review of the record, we are satisfied that the DEC's finding that respondent's conduct was unethical

is, in most instances, fully supported by clear and convincing evidence.

RPC 7.1(a) prohibits a lawyer from making "false or misleading communications about the lawyer, the lawyer's services, or any matter in which the lawyer has or seeks a professional involvement." Here, respondent, who had had essentially no experience when he opened the firm, stated in an advertisement that he was "experienced," in general, and that, in particular, he had "federal and state trial experience." In addition, he represented that he had handled many more matters than it would have been possible to do in that single year, given their complexity and the limited period of time involved. Thus, as stipulated, he violated RPC 7.1(a).

RPC 7.5(b) provides, in pertinent part, that, "[i]n New Jersey, identification of all lawyers of the firm, in advertisements, on letterheads or anywhere else that the firm name is used, shall indicate the jurisdictional limitations on those not licensed to practice in New Jersey." Here, neither Borzouye nor Grigsby were licensed to practice law in New Jersey. Yet, the firm's letterhead did not indicate that information. Thus, as stipulated, respondent violated RPC 7.5(b).

With respect to the unauthorized practice of law charges, we find that, although respondent engaged in the practice of law, broadly speaking, his actions were not unauthorized because the legal services he provided were not specific to any particular jurisdiction, including the State of New York, and they were limited, in number and in scope.

In the Esteve matter, respondent's involvement was limited to a few phone calls and a trip to the police department, with Esteve, to retrieve her files. In this regard, we recognize that the fact that the matter did not proceed to litigation is irrelevant to the issue of whether respondent had engaged in the practice of law. In re Jackman, 165 N.J. 580, 586 (2000) (declaring that "[t]he practice of law in New Jersey is not limited to litigation"). Instead, "[o]ne is engaged in the practice of law whenever legal knowledge, training, skill, and ability are required." Ibid. Thus, we accept that respondent practiced law when he negotiated the return of Esteve's files to her. We part ways with the DEC, however, in its determination that respondent's practice of law was unauthorized. In this regard, we find Jackman instructive.

In Jackman, the attorney, who was licensed to practice law in Massachusetts, but not in New Jersey, undertook specific

tasks that directly implicated New Jersey law, for a period of nearly seven years. Id. at 583. Although Jackman did not appear in court or sign any pleadings in any litigated matter, as an associate handling mergers and acquisitions and general corporate law matters, he had prepared and signed legal documents, counseled clients, negotiated with other attorneys on their behalf, and billed for his time as a senior associate. Ibid. His name appeared on the firm's letterhead as an associate of the firm, with an asterisk to indicate that he was admitted to practice law in a jurisdiction other than New Jersey.

In analyzing whether Jackman had engaged in the unauthorized practice of law, the Court noted that he did not function as a law clerk and that he did not fall within any of the exceptions to the requirement of a New Jersey plenary license. Id. at 583, 585. Although the Court concluded that the case before it involved the "unabashed practice of law in New Jersey by one who lacked a New Jersey license to practice," it went on to address certain circumstances when a line must be drawn "between the proper realm of another profession or business activity and the practice of law." Id. at 586. Here, the Court distinguished between the "regular performance of

legal services to clients" in a New Jersey law office, where the attorney is not licensed, and the "incidental provision of services to a New Jersey client by a member of an out-of-state law firm who is licensed only by the out-of-state jurisdiction." Id. at 588. We examine this distinction conversely, that is, by determining whether respondent, a New Jersey attorney, had provided only "incidental" services to Esteve and Akhter, who were New York clients.

In the Esteve matter, respondent met with the client, collected a fee, and proceeded to negotiate the return of her files from the police. We note that, when respondent met with her, Borzouye, an attorney licensed in New York, was present so that, if the matter proceeded to litigation, he, as the attorney who would handle the lawsuit, would be familiar with the underlying facts. In our view, respondent's services in the Esteve matter were incidental and, therefore, did not constitute a violation of RPC 5.5(a). This was a "transitory" legal activity, Jackman, supra, 165 N.J. at 589, which required little effort on respondent's part and resulted in a favorable outcome to the client.

Having found that respondent did engage in the practice of law in the Esteve matter, but that it was not unauthorized, we

turn to the issue of the fee agreement. When Esteve retained him to assist her with the recovery of her files, he had not previously represented her. Thus, under RPC 1.5(b), respondent was required to provide Esteve with a writing setting forth the basis or rate of his fee for the matter. His failure to do so is a violation of that rule. Further, he was required to maintain a file for the matter, under R. 1:21-6(c)(1)(C), (F), and (I) and, by failing to do so, he violated RPC 1.15(d).[6]

The Akhter matter is more involved. According to the retainer agreement between the client and the firm, the latter was to "undertake the legal representation" of Akhter "in connection with claim [sic] made against Rainbow." In doing so, respondent drafted a complaint, which he presented to Rainbow as leverage in settlement negotiations. In negotiating the settlement, respondent did not act alone. Although the record is sparse in detail, it is clear that respondent was assisted by Leno, a New York attorney. We see this as akin to a situation in which an attorney works with local counsel in representing the interests of a client. Although we are mindful of the

[6] Despite the DEC's finding that respondent had failed to keep time records, the complaint did not charge him with that violation.

concerns raised by the presence of the bar code on the draft complaint, the fact is that, by working with a New York attorney in the settlement of Akhter's case, respondent cannot be found to have engaged in the unauthorized practice of law under a clear and convincing evidence standard.

In summary, respondent violated RPC 7.1(a) and RPC 7.5(b). He also violated RPC 1.5(b) and RPC 1.15(d) in the Esteve matter. We dismiss the RPC 5.5(a) charge in the Esteve and Akhter matters.

There remains for determination the appropriate measure of discipline to impose on respondent for his ethics infractions.

Admonitions are usually imposed for the use of misleading letterhead or practicing under a misleading law firm name. See, e.g., In the Matter of Raymond A. Oliver, DRB 09-368 (May 24, 2010) (attorney used improper letterhead listing two attorneys as associates of the firm and three attorneys as of counsel, two of whom were judges; violations of RPC 7.1(a), RPC 7.5(a), and RPC 8.4(d)); In the Matter of Paul L. Abramo, DRB 08-209 (October 20, 2008) (attorney failed to remove former partner's name from the letterhead after the association had terminated); In the Matter of Carlos A. Rendo, DRB 08-040 (May 19, 2008) (attorney used a misleading letterhead that failed to indicate

the jurisdictional limitations on attorneys not licensed to practice law in New Jersey); In the Matter of Ellan A. Heit, DRB 04-138 (May 24, 2004) (attorney used letterhead that did not reveal that she was "of counsel" to a New York lawyer, who was not admitted in New Jersey, resulting in a client believing that she had retained the New York lawyer, instead of Heit, to represent her in a matrimonial matter; Heit also improperly shared a fee with the New York lawyer); In the Matter of Jean Larosiliere, DRB 02-128 (March 20, 2003) (admonition for allowing the name of a law school graduate to appear on the letterhead in a manner indicating that the individual was a licensed attorney and allowing a California lawyer not admitted in New Jersey to sign letters on the firm's letterhead with the designation "Esq." after the attorney's name; the attorney also lacked diligence and failed to communicate with a client); and In the Matter of Morrison, Mahoney & Miller, LLP, DRB 01-364 (December 5, 2001) (admonition for using letterhead that did not identify attorneys licensed in New Jersey, did not indicate the jurisdictional limitations on attorneys not admitted in New Jersey, and did not identify "one or more of its principally responsible attorneys" licensed in New Jersey; the firm also

failed to maintain an attorney trust and business account in New Jersey).

Admonitions and reprimands have been imposed on attorneys who, in their quest to solicit clients, make false or misleading communications in general advertising campaigns using brochures, seminars, and Yellow Pages and newspaper advertisements. See, e.g., In the Matter of Ira S. Karlstein, DRB 03-075 (May 23, 2003) (admonition for distribution of printed materials that contained false and misleading statements about the benefits of living trusts and the dangers of probate to attendees at attorney's seminar titled "Understanding Living Trusts," which was held at the Marlboro Senior/Recreation Center; violations of RPC 7.1(a) and Opinion No. 25 of the Committee on Attorney Advertising, 153 N.J.L.J. 1298 (1998); mitigating factors included attorney's pointing out to attendees those parts of the materials that did not apply to New Jersey probate practice and his previously unblemished twenty-six year legal career); In the Matter of James E. DeMartino, DRB 02-462 (March 25, 2003) (admonition for misleading statements in brochures that were given to potential clients who attended attorney's estate planning seminars; brochures contained false and misleading statements about the benefits of living trusts and the dangers

of probate, similar to those found by the CAA to be false and misleading in Opinion No. 25; violations of RPC 7.1(a) and Opinion 25; mitigating factors included the fact that the attorney abandoned use of the brochures three years prior to the CAA's investigation, replacing them with brochures that he authored, and the fact that he neither targeted the elderly nor published the brochures in newspapers); In re Felsen, 172 N.J. 314 (2002) (reprimand for attorney whose "Law Advisory Group" advertisements in several telephone books did not include the full or last name of one or more of the lawyers in the firm and falsely implied that he was partners with or associated in some way with other attorneys, whereas he was the only individual participating in the ads, violations of RPC 7.1(a)(1) and RPC 7.5(d); additional false and misleading statements included claim that the attorneys maintained offices throughout Passaic County as well as New York and New Jersey, had over sixty years of experience, were experts in their field, and held memberships in all of the associations listed in the ad; the ad also violated Attorney Advertising Guideline 1 because it did not contain any office address; we noted that, once the attorney had learned of the impropriety of the ads, he attempted to discontinue them; he also cooperated with the CAA); In re

McArdle, 171 N.J. 473 (2002) (reprimand for attorney who arranged for two different potentially misleading promotional flyers to be delivered with the Sunday edition of the Star-Ledger, one in 1998, and the other in 2000; the first brochure was titled "Make Sure Your Estate Goes to the People You Love! Instead of the IRS and Probate Expenses . . . .", and the second was titled "Free 'Living Trust' Seminar [-] Find Out How to Transfer Your Estate to Your Family Quickly -- and Minimize Estate Taxes;" both flyers invited readers to attend a free public seminar); In re Mennie, 174 N.J. 335 (2002) (reprimand for attorney who placed a Yellow Pages advertisement that listed several jury verdict awards, including one for $7 million, even though that award had been set aside on the ground that it was "grossly excessive;" attorney placed similar ads, a week apart, in the Asbury Park Press, which also misrepresented the combined number of years that the attorney and one of his partners had been practicing law); In re Garces, 163 N.J. 503 (2000) and In re Grabler, 163 N.J. 505 (2000) (companion cases) (attorneys reprimanded for making false and misleading statements in a Yellow Pages advertisement that included the designation certified civil and criminal trial attorney, when neither attorney was so certified; the ad also included the statement

"largest recovery in the shortest time," in violation of RPC 7.1(a)(1) and RPC 7.1(a)(2) and (3)); In re Kubiak, 165 N.J. 595 (2000) (reprimand imposed on attorney who ran misleading advertisements for "Divorce Center"); and In re Sharp, 157 N.J. 27 (1999) (reprimand imposed on attorney who placed, in the Sunday edition of The Philadelphia Inquirer and other newspapers of general circulation, a flyer that provided general information about living trusts, gave notice of a free seminar, and contained multiple inaccuracies about guardianships, court proceedings, estate taxes, and attorney's fees).

In this case, respondent's misrepresentations were not simply incomplete, inaccurate, misleading, or even half-truths. Instead, they were brazen lies, incapable of substantiation. Respondent's dishonesty even carried over into his testimony. For example, he acknowledged that the Akhter retainer agreement identified him as the attorney in charge of the case, but claimed that that was "not really accurate" because Borzouye was the attorney in charge of the matter. Yet, it was respondent who settled the case and respondent's name appeared on the draft complaint, along with Borzouye's.

Although respondent took immediate steps to remedy the letterhead and to suspend the advertising, the fact that he

committed so flagrant a violation of both rules militates against an admonition or even a reprimand. The advertising statements were not just misleading; they were, in a word, false.

Respondent also failed to set forth in writing the basis or rate of his fee. Such conduct, even if accompanied by other, non-serious ethics offenses, typically results in an admonition. See, e.g., In the Matter of Gerald M. Saluti, DRB 11-358 (January 20, 2012) (attorney failed to communicate his fee in writing with respect to a post-conviction relief application and a potential appeal from the client's conviction); In the Matter of Myron D. Milch, DRB 11-110 (July 27, 2011) (attorney did not memorialize the basis or rate of his fee in writing; the attorney also lacked diligence in the case and failed to communicate with the client); In the Matter of Eric S. Pennington, DRB 10-116 (August 3, 2010) (attorney did not timely set forth the basis or rate of his fee in writing); In the Matter of Joel C. Seltzer, DRB 09-009 (June 11, 2009) (attorney failed to memorialize the rate or basis of his fee (RPC 1.5(b)) and, in another client matter, failed to promptly deliver funds to a third party (RPC 1.15(b)); and In the Matter of Alfred V. Gellene, DRB 09-068 (June 9, 2009) (in a criminal appeal,

attorney failed to furnish the client with a writing that set forth the basis or rate of his fee; the attorney also lacked diligence in the matter, violations of RPC 1.5(b) and RPC 1.3, respectively). In this case, respondent's failure to communicate his fee, in writing, to Esteve merits an admonition.

Notwithstanding the absence of an ethics history in this case, respondent's inexperience and youth, his immediate withdrawal of the offending advertising and correction of the misleading letterhead, and the lack of harm to his clients, the egregious nature of his misrepresentations, taken together with his disingenuous testimony, were serious. Respondent's representations were outright lies. He did not merely inflate his credentials. He fabricated them. Moreover, respondent conveyed the impression that he was some kind of "super lawyer." Thus, for the totality of respondent's conduct, which involves several infractions, we determine to impose a censure.

In addition, within ninety days of the date of this decision, respondent shall provide to the OAE proof of completion of two credit hours of continuing legal education courses on each of the subjects of attorney ethics and law office management, for a total of four credit hours.

Member Gallipoli filed a dissent, voting to impose a three-month suspension, finding that respondent had engaged in the unauthorized practice of law.

We further determine to require respondent to reimburse the Disciplinary Oversight Committee for administrative costs and actual expenses incurred in the prosecution of this matter, as provided in R. 1:20-17.

Disciplinary Review Board
Bonnie C. Frost, Chair

By: Ellen A. Brodsky
Ellen A. Brodsky
Chief Counsel

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Joseph Rakofsky
Docket No. DRB 15-021

Argued: March 19, 2015

Decided: August 27, 2015

Disposition: Censure

Members	Disbar	Three-month Suspension	Censure	Dismiss	Disqualified	Did not participate
Frost			X			
Baugh			X			
Clark			X			
Gallipoli		X				
Hoberman			X			
Rivera			X			
Singer			X			
Zmirich			X			
Total:		1	7			

Ellen A. Brodsky
Chief Counsel