

# PELTON & ASSOCIATES PC

ATTORNEYS AT LAW

111 BROADWAY, 9<sup>TH</sup> FLOOR, NEW YORK, NY 10006

PHONE: (212) 385-9700 | FAX: (212) 385-0800 | WEBSITE: [www.peltonlaw.com](http://www.peltonlaw.com)

**BRENT E. PELTON**  
(212) 385-9700  
E-MAIL: [pelton@peltonlaw.com](mailto:pelton@peltonlaw.com)

March 24, 2009

FILE NO.  
3333-01

## VIA WEBSITE POSTING

Re: Legal Notice/Disclaimer for [www.PeltonLaw.com](http://www.PeltonLaw.com) Website

Dear User:

Please be advised that the Pelton & Associates, PC website is designed for purposes of information only and is offered subject to the disclaimers stated below, with which you are deemed to agree by using the website. As used in this section on Disclaimers, the term Firm means Pelton & Associates, PC and includes its attorneys and others employed by or associated with Pelton & Associates PC. As used in this section, the term website means the [www.peltonlaw.com](http://www.peltonlaw.com) website, such other websites that Pelton & Associates, PC shall maintain, every page of such websites and all contents therein in existence at the present time or at any other time.

1. **No Legal Advice.** Because legal matters depend upon the specific facts and circumstances and the laws that may apply in any given situation, nothing contained in the Website is intended to be nor shall it be deemed to be legal advice, counsel or services to or on behalf of any person.
2. **No Attorney-Client or Other Relationship.** Your use of this Website is not intended to create and shall not create any attorney-client relationship with Pelton & Associates, PC, or any other advisory, fiduciary or other relationship between Pelton & Associates, PC and any such person.
3. **This Website may constitute Attorney Advertising by the State of New York.** While the website is available to users for informational purposes only, users are advised that the materials contained on the Website may be deemed to constitute advertising by the State of New York and such other jurisdictions where the Website is viewed.
4. **No Consent to Jurisdiction, Venue or Choice of Governing Law outside of the City, County and State of New York, United States of America.** By providing this

Website, Pelton & Associates does not intend, and expressly disclaims, submitting Pelton & Associates, PC (including, as defined above, its attorneys and employees) to jurisdiction, venue or choice of governing law in or of any state of the United States of America or other jurisdiction. To the contrary, any dispute or disagreement with respect to or arising from this Website or use thereof shall be governed by the laws of the State of New York without regard to its laws relating to choice of laws, and the forum to resolve any such dispute or disagreement shall be a court within the City, County and State of New York, United States, and no other forum whatsoever.

5. **No Warranty of Any Kind.** By using this Website, Pelton & Associates, PC does not intend and hereby expressly disclaims (a) any warranty, whether express or implied, guaranty, representation, promise, assurance or other statement that the Website is accurate, complete, timely, current or reliable in any respect; (b) any warranty of merchantability, fitness for a particular purpose or non-infringement; and (c) suitability, reliability or applicability of all or any part of this Website. Moreover, Pelton & Associates, PC hereby expressly disclaims (d) that it can or will enter into an attorney-client relationship or enter into any other relationship or assume any duty, fiduciary or otherwise, with or on behalf of any person; (e) that the cases or comments discussed in this Website are comparable or applicable to any case or other legal matter involving any person; and (e) that any user or other person will obtain any particular results or outcome in any case or other legal matter.
6. **No Reliance by User.** As noted above, legal advice and other legal services depend upon the specific facts and circumstances and the laws that govern any particular case or other matter. Therefore, Pelton & Associates, PC hereby gives every user notice that the user should not rely, and cannot reasonably rely, upon anything contained within this Website for any purpose whatsoever, including obtaining legal advice.
7. **Communication with Pelton & Associates, PC.** Pelton & Associates, PC further advises every user that the user should not communicate anything, including confidential or sensitive information, documents, photographs, financial information, data or files, to Pelton & Associates, PC through its Websites. While Pelton & Associates, PC believes that such materials are typically privileged, Pelton & Associates, PC does not and cannot warrant that anything so communicated will be or remain confidential. Moreover, such communication through the Website, or through electronic mail, regular mail or other means shall not create an attorney-client relationship, which can only be established through the execution of a formal retainer agreement. No such communication shall create a fiduciary duty or obligation on the part of Pelton & Associates, PC to preserve, safeguard or return anything so communicated. While Pelton & Associates, PC endeavors to reply to all inquiries, we cannot guarantee that all inquiries will be responded to or otherwise answered.
8. **Licensing of Firm's Attorneys.** Each of Pelton & Associates, PC attorneys are licensed only in the state or states of the United States or other jurisdictions indicated in his or her biography. Nothing in this Website is intended by Pelton & Associates,

- PC, or its attorneys, to be soliciting or transacting business in any jurisdiction in which Pelton & Associates, PC, or its attorneys, are not duly licensed or otherwise authorized by the laws of that jurisdiction. In the event that a client is retained in a jurisdiction where a Pelton & Associates PC attorney is not licensed, the Firm will work with other attorneys licensed to practice law in such jurisdiction. Pelton & Associates, PC disclaims any warranty, express or implied, guaranty, representation or other statement regarding the practice of law in any jurisdiction other than those in which its attorneys are admitted.
9. No Employment Offer or Agreement. Nothing contained in this Website shall constitute an offer of employment, contract, solicitation of employment or any other promise of employment or the payment of any compensation, fee or inducement to any person.
  10. Change Without Notice. This Website is subject to change without notice and Pelton & Associates, PC undertakes no obligation to amend, correct, update or otherwise change the website in any way or at any time.
  11. Designation of Responsible Attorney. In the event required by the law of any jurisdiction, but expressly subject to paragraph 4 above, Pelton & Associates, PC hereby designates (a) its office in the City, County and State of New York, United States of America as its principal office and hose server location; and (b) Brent E. Pelton, Esq. of Pelton & Associates, PC at 111 Broadway, 9<sup>th</sup> Floor, New York, New York 10006 as the attorney responsible for this Website.
  12. Information Regarding this Website. For information or inquiries regarding this Website, please contact Brent E. Pelton, Esq. by telephone at (212) 385-9700 or by emailing Mr. Pelton at [pelton@peltonlaw.com](mailto:pelton@peltonlaw.com).

Very Truly Yours,

*/s/ Brent E. Pelton, Esq.*

Brent E. Pelton, Esq. of  
PELTON & ASSOCIATES, PC