

## CONSTANTINE | CANNON

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NEW YORK | WASHINGTON

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**BY ELECTRONIC CASE FILING AND FEDEX**

The Honorable Thomas C. Platt, Jr.  
Long Island Courthouse  
100 Federal Plaza  
Central Islip, NY 11722

Re: *Rein et al. v. The Socialist People's Libyan Arab Jamahiriya et al.*,  
Docket No. Civ. 96-2077 (TCP), MDL No. 799 (E.D.N.Y.)

Dear Judge Platt:

I am writing on behalf of Constantine Cannon to respond briefly to the May 26, 2006 letter to Your Honor from James Hamilton on behalf of Sonnenschein Nath & Rosenthal LLP, concerning the pending cross motions for distribution of settlement proceeds. Although Constantine Cannon agrees with Mr. Hamilton's statement that the Sonnenschein Partnership Agreement is not relevant to the motions, Constantine Cannon disagrees with Mr. Hamilton's descriptions of the issues before Your Honor.

Mr. Hamilton claims that "[t]he only issue raised by the pending motions is how much Mrs. Copeland owes Sonnenschein under the retainer agreement she signed with the firm." Mr. Hamilton is mistaken. The Sonnenschein retainer agreement is not controlling given the Copelands' dismissal of the Sonnenschein firm. With respect to Sonnenschein's application, the issue is how much it is due under quantum meruit in light of its conduct in fighting for months to prevent the Copelands from receiving the \$4,224,000 in settlement proceeds to which they were indisputably entitled. Sonnenschein's hardball tactics in holding its former clients' funds hostage was unethical and warrants total forfeiture of Sonnenschein's fee under New York law.

Sonnenschein's disregard of the interests of its former clients is also reflected in Mr. Hamilton's assertion that Sonnenschein fully earned all fees by October 2004 – at which point the Copelands had no guarantee that they would see any portion of those settlement proceeds.

Respectfully submitted,



Ankur Kapoor

cc: James Hamilton, Esq.

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