

# Hafetz Necheles & Rocco

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June 28, 2010

Mr. Salomon Ezagui  
1227 President Street, #2C  
Brooklyn, NY 11225

Dear Shlomo,

I write this letter to remind you of your obligation under your brother's fee agreement.

As you are aware, when my firm took Eliyahu's case we were promised that we would be paid a pre-trial fee of \$200,000 and a trial fee of \$60,000 per week, plus expenses. Although we worked extremely hard, the vast majority of this fee has still not been paid. I am currently owed approximately \$300,000.

Due to this lack of payment, since the trial was completed I have been forced to cut back on the amount of resources that I can devote to your brother's case. I have had an associate working on this matter, but I personally have had to turn my attention elsewhere, to paying clients. My firm will continue to represent Eliyahu through sentencing but I will limit the time that I spend on this case to what is necessary. After sentencing I will file a notice of appeal and simultaneously move to withdraw from the case and ask that a court appointed attorney be appointed to represent Eliyahu.

Additionally, if my firm's fee is not paid in the near future we will be commencing a foreclosure action against your property that was pledged to secure Eliyahu's fees. I do not like having to take this action but I have been left with no choice. I have devoted tremendous resources to your brother's case and have been repeatedly assured that I would be paid. Those promises of payment have not been kept.

Very truly yours,

  
Susan R. Necheles