



**U.S. Department of Justice**

*United States Attorney  
Southern District of New York*

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*The Silvio J. Mollo Building  
One Saint Andrew's Plaza  
New York, New York 10007*

November 12, 2020

**BY ECF**

The Honorable Andrew L. Carter, Jr.  
United States District Court Judge  
Southern District of New York  
40 Foley Square  
New York, New York 10007

**Re: *United States v. Reginald Fowler, S3 19 Cr. 254 (ALC)***

Dear Judge Carter:

The Government writes in response to Motions to Withdraw as Counsel (the “Motions to Withdraw,” Dkt. Nos. 69 and 72) filed by the two firms currently representing defendant Reginald Fowler.

First, the Government believes that the Motions to Withdraw lack information that the Court will require in resolving the motions. The Motions to Withdraw seek leave to withdraw as defense counsel based on Rule 1.16(c)(1) of the New York Rules of Professional Conduct, which states that “a lawyer may withdraw from representing a client when withdrawal can be accomplished without material adverse effect on the interests of the client.” The Motions to Withdraw, however, do not present facts that would meet this standard. For example, the Motions to Withdraw claim that withdrawal would not negatively impact the defendant because “limited pertinent discovery” has been produced in this matter to date. In fact, the Government has produced in excess of 370,000 pages of discovery to the defendant, much of which it has discussed in detail with defense counsel. Despite defense counsel’s long history with this case, the Motions claim that unspecified “Professional Considerations,” some of which counsel proffers in a footnote are confidential and subject to the attorney-client privilege, necessitate terminating representation. Dkt. No. 69 n. 1, Dkt. No. 72 n. 1. Assuming that “Professional Considerations” may refer, in part, to a fee dispute, the Government writes to address withdrawal on that basis with the aim of avoiding unwarranted delay.

In resolving a motion to withdraw based on a fee dispute, which is a permissive ground for withdrawal, the Court considers a number of factors, including but not limited to: (1) non-privileged facts about the fee arrangement, including whether a “more careful or prudent approach to the retainer agreement might have avoided the current problem,” based for example on how much defense counsel should have anticipated it would cost to represent the defendant through

