

**District of Columbia  
Court of Appeals**

No. 08-CV-1003 and 08-CV-1056

DOUGLAS ROSENTHAL,  
ET AL.,

Appellants/cross-appellees,  
CAB7607-05

v.

SONNENSCHN NATH &  
ROSENTHAL, LLP,

Appellee/cross-appellant.

BEFORE: Washington, Chief Judge; Ruiz, Reid, Glickman, Kramer, Fisher,  
\*Blackburne-Rigsby, Thompson, and \*Oberly, Associate Judges; \*Farrell, Senior Judge.

O R D E R  
(Filed March 18, 2010)

On consideration of the petition of appellee/cross-appellant for rehearing or rehearing en banc, and the response thereto, it is

ORDERED by the merits division\* that the petition for rehearing is granted only to the extent that the following modifications will be made to this court's opinion issued on December 24, 2009 (and reported at 985 A.2d 443):

1. On page 20 of the slip opinion, line 12 (985 A.2d at 456), the word "first" is deleted from the sentence beginning "The first difficulty we have . . . ."
2. On the same page, line 18, the word "could" is deleted from the sentence beginning "On this ground alone . . . ."
3. On page 21 (985 A.2d at 457), the full paragraph beginning "But the record also supports . . ." is deleted.
4. In place of footnote 12 on page 21, a new footnote 12 is substituted as follows:

"Our original opinion in this case concluded that summary judgment was also proper on the claimed breach of the retirement clause because undisputed evidence showed that, under a 1999 amendment of the Partnership Agreement, Rosenthal was obligated to retire at age 65. On further reflection in light of SNR's petition for rehearing and the

opposition thereto, we now conclude that the evidence is not one-sided on whether Rosenthal, had he not become SNR's adversary by suing it, would have had to retire at age 65 or, instead, could have remained with the firm under a then-pending revision of the Agreement eliminating the mandatory retirement age. But that issue is a moot one because, as stated in the text, Rosenthal furnished the trial court with no yardstick by which his damages for the alleged breach of the retirement clause could reasonably be calculated, and on that ground alone summary judgment was correctly entered against him on the claim."

It appearing that no judge of this court has called for a vote on the petition for rehearing en banc, it is

FURTHER ORDERED that the petition for rehearing en banc is denied.

PER CURIAM.