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8 *Attorneys for Defendant Alejandro Galindo*

9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 COLUMBIA PICTURES INDUSTRIES,
12 INC.; AMAZON CONTENT SERVICES,
13 LLC; DISNEY ENTERPRISES, INC.;
14 PARAMOUNT PICTURES
15 CORPORATION; WARNER BROS.
16 ENTERTAINMENT, INC.; UNIVERSAL
17 CITY STUDIOS PRODUCTIONS LLLP;
18 UNIVERSAL TELEVISION LLC; and
19 UNIVERSAL CONTENT
20 PRODUCTIONS LLC,

21 **Plaintiffs,**

22 v.

23 ALEJANDRO GALINDO, RICHARD
24 HORSTEN (a/k/a RIK DE GROOT),
25 ANNA GALINDO, MARTHA GALINDO,
26 OSVALDO GALINDO, RAUL
ORELLANA, FIRESTREAM LLC., and
DOES 8- 10,

Defendants.

Case No. 2:20-cv-03129-MEMF-GJSx

**MEMORANDUM OF POINTS
AND AUTHORITIES IN
SUPPORT OF MOTION FOR
LEAVE TO WITHDRAW AS
COUNSEL FOR DEFENDANT
ALEJANDRO GALINDO**

Judge: Honorable Maame Ewusi-Mensah Frimpong

Trial Date: None

Hearing

Date: April 7th, 2022

Time: 10:00 a.m.

Location: 350 West 1st Street, Los Angeles, California 90012, Courthouse "B" 8th Floor

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

The following Memorandum of Points and Authorities is submitted in support of the Motion of Steven C. Vondran to withdraw as attorney of record for Defendant Alejandro Galindo ("Alejandro Galindo") in this action.

MEMORANDUM OF POINTS AND AUTHORITIES

THE LAW OFFICES OF STEVEN C. VONDRAN, P.C.
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1 **INTRODUCTION**

2 Steven C. Vondran, counsel of record for Defendant Alejandro Galindo
3 (“Alejandro Galindo”), hereby moves the Court for an order allowing him to withdraw
4 as counsel for Defendant.

5 **I. FACTS**

6 I have been counsel of record for Defendant Alejandro Galindo since the inception
7 of this case. A written retainer agreement was signed between the parties calling for
8 certain fees to be paid in a timely manner. At this time, fees have not been paid as agreed,
9 moreover, despite several requests, no communication or other responses have been
10 received from Defendant and he has simply gone quiet. (See **Vondran Declaration**).
11 This makes it impossible to effectively represent Defendant as he will no longer respond
12 to my repeated requests and has not paid legal fees as agreed to. This has made in
13 unreasonably difficult, in fact impossible, to continue with the representation. Defendant
14 was previously informed that I would be withdrawing as counsel of record and no
15 objections were raised, indicating consent to same.

16 The court has not yet set a trial date and the case was recently re-assigned to your
17 honor. Respectfully, I request to be relieved as counsel of record for these reasons.
18 Defendant has asserted his 5th and 14th amendment rights against self-incrimination.
19 There will be no perceived delay in this action, for in fact, not much has been going on
20 and most of the Defendants are in default.

21 **II. DISCUSSION**

22 **A. Non-Payment of Fees and Failure to Cooperate are Ground for Withdrawal**

23 In the Central District of California, an attorney may not withdraw as counsel
24 except with leave of court following notice to the client and a motion for leave to
25 withdraw supported by good cause. *Local Rule 83-2.3.2*. “Unless good cause is shown
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1 and the ends of justice require, no substitution or relief of attorney will be approved that
2 will cause delay in prosecution of the case to completion.” *Local Rule 83-2.3.5*.

3 Thus, a motion for leave to withdraw as counsel must disclose adequate grounds
4 excusing counsel from further representation in the particular case. Federal courts
5 generally look to applicable state rules of professional conduct to determine if such good
6 cause exists. See, *Nehad v. Mukasey*, 535 F.3d 962, 970 (9th Cir. 2008).

7 Under the California Rules of Professional Conduct, there are six circumstances
8 where an attorney may withdraw based on the client’s conduct. See California Rules of
9 Professional Conduct, Rule 3-700(C)(1) (2016). Thus, counsel may withdraw if the
10 client “makes it unreasonably difficult” for counsel to carry out the representation. *Id.*
11 Rule 3-700(C)(1)(d). While Local Rule 83-2.3.2 notes that failure to pay is “not
12 necessarily sufficient to establish good cause,” it is a permissive ground to withdraw
13 under California’s Rules of Professional Conduct. See California Rule of Professional
14 Conduct, Rule 3-700 (C)(1)(f) (permitting withdrawal if a client “breaches an agreement
15 or obligation to the member as to expenses or fees”).

16 State and federal courts in California have routinely held that a client’s failure to
17 cooperate and communicate with counsel regarding the representation unreasonably
18 difficult. E.g., *Lee v. Caffebene Inc.*, 2015 U.S. Dist. LEXIS 167682 (C.D. Cal. Dec. 14,
19 2015); *Life Bliss Found v. Sun TV Network Ltd.*, 2014 U.S. Dist. LEXIS 30050 (C.D.
20 Cal. Mar. 7, 2014); *Rus, Miliband & Smith v. Condle & Olesten*, 113 Cal. App. 4th 656,
21 667-68 (Cal. App. 2003) modified, 2003 Cal. App. LEXIS 1888, Review denied, 2004
22 Cal. LEXIS 1778; *In re Falco*, 188 Cal. App. 3d 1004, 1011 (Cal. App. 1987). This is
23 especially true where the failure to communicate is coupled with a failure to pay. See
24 *Okechukwu Obioma Ukaegbe v. Selected Portfolio Servicing, Inc.*, 2016 U.S. Dist.
25 LEXIS 29590 (C.D. Cal. Mar. 7, 2016); *Caffebene*, 2015 U.S. Dist. LEXIS 167682;

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1 Hartford Fire Ins. Co. v. NBC Gen. Constrs. Corp., 2014 U.S. Dist. LEXIS 29814 (N.D.
2 Cal. Mar. 5, 2014).

3 Apply legal precedent, withdrawal is proper.

4 **B. Counsel Seeking to Withdraw Must Satisfy Notice Requirements**

5 Both the California Rules of Professional Conduct and the Local Rules of the
6 Central District of California have notice requirements for seeking leave to withdraw as
7 counsel.

8 Local Rule 83-2.3.2 requires “written notice given reasonably in advance to the
9 client and to all other parties who have appeared in the action” before filing a motion for
10 leave to withdraw. When the client is an organization such as a corporation, the written
11 notice must inform the client that organizations may not appear to continue *pro se*. Local
12 Rule 83-2/3/4. Similarly, California requires counsel to take “reasonable steps to avoid
13 reasonably foreseeable prejudice to the rights of the client, including giving due notice
14 to the client [and] allowing time for employment of other counsel.” California Rules of
15 Professional Conduct, Rule 3-700(A)(2). The purpose of these notice requirements is to
16 avoid prejudicing the client or causing undue delays in the proceedings. See McGill v.
17 Home Depot, Inc., 2016 U.S. Dist. LEXIS 7846 (N.D. Cal. Jan. 22, 2016).

18 Here, Mr. Galindo was notified several times of the requirement to pay legal fees
19 per agreement and was advised as to withdrawal which no objection was raised.
20 Opposing counsel Julie Shepard was also notified this motion would be forthcoming.

21 **C. Application**

22 The motion should be granted because (1) good cause exists in that there has been
23 a complete breakdown of the attorney-client relationship, (2), the notice requirements
24 have been met and neither the Court nor Alejandro Galindo will be prejudiced. No trial
25 date is set.

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1 There is good cause to grant the motion because Alejandro Galindo has failed to
2 pay Vondran Legal for the costs of their services and accrued fees and has failed to
3 communicate with the undersigned counsel and has failed to provide information and
4 instructions necessary to represent Alejandro Galindo.

5 These failures have eroded the attorney- client relationship and have rendered it
6 unreasonably difficult for counsel to continue to provide their legal services to Alejandro
7 Galindo. The facts are analogous to recent cases where the Central District for California
8 granted an unopposed motion for leave to withdraw as counsel for an organizational
9 defendant where that defendant failed to pay or communicate with counsel. See, e.g.,
10 Caffebene, 2015 U.S. Dist. LEXIS 167682.

11 Further, Alejandro Galindo has received written notice in advance of the instant
12 motion and has not objected. (See **Vondran Declaration**). Alejandro Galindo has been
13 provided full explanation of the grounds for this motion and is not an organizational
14 defendant. Alejandro Galindo will not be prejudiced because, in addition to the written
15 notice, this matter is in the early stages of the case, defaults have been taken, and no
16 depositions is discovery is outstanding to the best of my knowledge. Thus, Alejandro
17 Galindo has plenty of time to obtain new counsel should he so desire.

18 **III. CONCLUSION**

19 For the reasons stated above, the Court should find good cause and Steven C.
20 Vondran respectfully requests that this Court grant his motion for leave to withdraw as
21 counsel of record for Alejandro Galindo with respect to all matters related to this case
22 number and that Steven C. Vondran be removed from the Court’s service list.

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DATED: March 6, 2022

THE LAW OFFICES OF STEVEN C. VONDRAN

By: /s/ Steven C. Vondran
Steven C. Vondran, Attorney for Defendant
Mr. Alejandro Galindo

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CERTIFICATE OF SERVICE

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STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to this action and a member of the bar of this court. My business address is 620 Newport Center Drive, Suite 1100, Newport Beach, CA 92660.

I hereby declare that on March 6, 2022, a copy of the foregoing document was filed with the United States District Court for the Central District of California in accordance with its Electronic Case Filing (ECF) procedures and served upon the attorneys of record for the parties to this action through ECF via e-mail through ECF to all persons registered with the ECF.

I declare under penalty of perjury under the laws of the United States of America that the foregoing statements are true and correct. Executed this 1st day of March, 2022, at Phoenix, Arizona.

/s/ Steven C. Vondran
Steven C. Vondran
Attorney for Defendant
Mr. Alejandro Galindo

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