United States District Court
For the Northern District of California

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

SEALANT SYSTEMS INTERNATIONAL, INC., ET AL., Plaintiffs, v. TEK GLOBAL S.R.L., ET AL., Defendants.	Case No.: C 11-0774 PSG **ORDER GRANTING PILLSBURY WINTHROP SHAW PITTMAN LLC'S MOTION TO WITHDRAW AS COUNSEL** **(Re: Docket No. 75)**

In this patent infringement suit, Pillsbury Winthrop Shaw Pittman, LLP ("Pillsbury"), counsel to Defendants Tek Global S.r.l. and Tek Corporation (collectively, "TEK"), moves to withdraw as counsel. Plaintiffs Sealant Systems International, Inc. ("Sealant") and Accessories Marketing, Inc. ("AMI") have not opposed, or otherwise responded to, the motion. Pursuant to Civ. L.R. 7-1(b), the motion is taken under submission and the hearing scheduled to be held on August 21, 2012 is vacated. Having reviewed the papers and considered the arguments of counsel,

IT IS HEREBY ORDERED that Pillsbury's motion to withdraw is GRANTED.

Despite engaging Pillsbury as counsel beginning around July 22, 2011, TEK still refuses to sign a written agreement to govern their relationship. In addition, TEK has failed to promptly and fully pay Pillsbury's fees. As a result, Pillsbury contends that it has become unreasonably difficult

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to continue to represent TEK. Pillsbury advised TEK first on May 17, 2012 and again, on June 27, 2012, in writing that it would seek to withdraw as counsel.

Pillsbury also notes that TEK should not be prejudiced by its withdrawal at this juncture in the case. It has provided TEK with sufficient time to engage new counsel before trial begins on February 6, 2013.[1] Pillsbury intends to fully cooperate so that a transition to new counsel is expedient and at minimal cost to TEK.

The local rules in this district require that any attorney permitted to practice in this court be familiar with the standards of professional conduct required of members of the State Bar of California.[2] These standards are contained in the California Rules of Professional Conduct.[3] Pursuant to such rules, an attorney may seek to withdraw if the client renders it unreasonably difficult for the attorney to carry out employment effectively or if the client breaches an obligation to pay expenses or fees.[4] Civ. L.R. 11-5 provides that counsel may not withdraw without a court order.

TEK refuses to sign an engagement agreement with Pillsbury and has failed to fully pay the fees that it has incurred thus far. Good cause therefore exists to allow Pillsbury to withdraw. Because TEK is a corporation, it may not appear pro se.[5] No later than September 28, 2012, TEK shall retain new counsel and have its new counsel file a notice of appearance. In the meantime, any papers filed in the case shall be served on Pillsbury for the sole purpose of forwarding the papers to TEK.[6]

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[1] *See* Docket No. 81.

[2] *See* Civ. L.R. 11-4(a).

[3] *See id.* at Commentary.

[4] *See* California Rule of Professional Conduct 3-700(C)(1)(d) and (f).

[5] *See* Civ. L.R. 3-9(b).

[6] *See* Civ. L.R. 11-5(b).

IT IS SO ORDERED.

Dated: 7/26/2012

PAUL S. GREWAL
United States Magistrate Judge

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