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*Attorneys for Defendant
Dillon Danis*

NINA AGDAL,

Plaintiff,

- vs -

DILLON DANIS,

Defendant.

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

Civil No. 23-16873 (MCA)

**MOTION TO FOR LEAVE
TO WITHDRAW AS COUNSEL**

The undersigned hereby moves the Court for leave to withdraw as counsel for Defendant Dillon Danis. The basis for this application is twofold: (a) Defendant’s failure to comply with the terms of the Firm’s retainer agreement, and (b) a breakdown in communication between Defendant and counsel which has resulted in, among other things, counsel’s failure to ensure compliance with court orders. In support of this application, counsel relies upon the following certification:

1) On September 10, 2023, Defendant retained Hartmann Doherty to represent him in the above-captioned lawsuit, under the terms of a written retainer agreement.

2) The retainer agreement, among other things, required Defendant to pay a retainer and to pay the firm’s monthly invoices within twenty (20) days to ensure that the retainer remained “evergreen.”

3) In the section of the retainer agreement entitled “Payment of Monthly Invoices,” the retainer agreement provided as follows (with the underlined emphasis in the original):

If the Firm's invoices are not paid promptly, the Client consents and agrees by signing this Agreement that the Firm may, in its sole discretion, cease all work on the Client's matter(s), require payment of an additional Retainer, and/or withdraw from its representation of the Client. The Client understands and agrees that the Firm will not perform work on the Client's matter(s) if the Firm's invoices are not paid promptly, and that such cessation of work may result in prejudice to the Client's rights and likelihood of success, which the Client would avoid by timely paying the Firm's invoices. The Client waives any claim against the Firm arising from the Firm's cessation of work on behalf of the Client in response to the Client's failure to pay the Firm's Professional Fees and Expenses.

4) In the section of the retainer agreement entitled "Client's Duties," the retainer agreement provided as follows:

The Client agrees to preserve all written and electronic documents, communications or other evidence (whether helpful to the Client's case or not), to provide all such materials to the Firm, to be truthful and cooperate with the Firm in all matters related to this representation, to keep the Firm informed of relevant developments, and to promptly pay the Firm's monthly invoices. The Client understands that the Client's failure to comply with any of the terms and conditions of this Retainer Agreement may be detrimental to the outcome of the Client's case and grounds for the Firm to terminate its representation of the Client

5) Defendant agreed to the terms of the retainer agreement by executing it with his electronic signature.

6) Defendant has failed to pay the firm's monthly invoices in a timely fashion and has failed to maintain the required retainer agreement at the agreed-upon level. This has been a recurring problem.

7) In addition, Defendant has become non-responsive to counsel's communications, including communications regarding Orders entered by the Court.

8) Defendant only responded to communications regarding the issues referenced above when I communicated that I would be withdrawing as counsel.

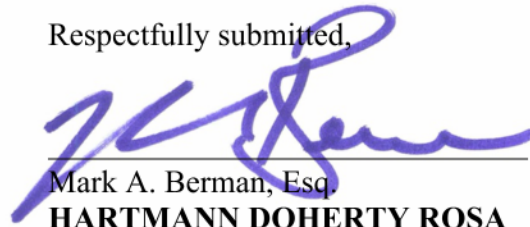
9) I personally like Mr. Danis, I find this case to be an interesting one, and I would prefer to continue representing him. However, I cannot do so effectively if he fails to respond to my

communications and the firm will not allow me to do so if he fails to comply with the terms of the retainer agreement.

10) For these reasons, counsel respectfully asks the Court to grant counsel leave to withdraw as counsel for Defendant.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Respectfully submitted,



Mark A. Berman, Esq.

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Dated: September 12, 2024