

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

BMADDOX ENTERPRISES LLC,

Plaintiff,

v.

MILAD OSKOUIE, OSKO M LTD, and
PLATINUM AVENUE HOLDINGS PTY,
LTD,

Defendants.

Case No. 1:17-cv-01889-RA

MILAD OSKOUIE and PLATINUM AVENUE
HOLDINGS PTY, LTD,

Counterclaimants,

v.

BMADDOX ENTERPRISES LLC and
BRANDON MADDOX,

Counterdefendants.

**SAUL ROFFE'S MEMORANDUM OF LAW IN SUPPORT OF MOTION TO
WITHDRAW AS COUNSEL**

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PRELIMINARY STATEMENT

The Law Offices of Saul Roffe, Esq., P.C. (“Roffe”) hereby submits this Memorandum of Law in support of its motion to withdraw as counsel for Defendants due to their failure to pay their legal fees.

STATEMENT OF FACTS

The Law Offices of Saul Roffe, Esq. and its counsel, Saul Roffe, was retained by Defendants through Cognitive Legal Support (“Cognitive”), an entity that retains attorneys of its clients. To date, Cognitive has not been paid despite repeated requests. Several times, Defendants indicated that they were or had wired funds owed, but those funds were never received by Cognitive. Roffe has been partially been paid but is still owed significant funds. As such, Cognitive is breaking its relationship with Defendants. As retained counsel through Cognitive, Roffe thus seeks to withdraw as counsel for the failure to pay counsel.

ARGUMENT

THE MOTION SHOULD BE GRANTED

Pursuant to Local Rule 1.4 of the Southern and Eastern Districts of New York, an attorney may withdraw as counsel upon order of the Court where, through affidavit and other evidentiary matter, satisfactory reasons for the withdrawal. Where a party fails and refuses to pay its legal fees, it is well settled that a motion to withdraw as counsel should be granted. *Nichols v. Aetna Life & Cas. Co.*, 1997 U.S. Dist. LEXIS 20555 (S.D.N.Y. Dec. 24, 1997); *Team Obsolete, Ltd. v. A.H.R.M.A., Ltd.*, 464 F.Supp. 2d 164, 165 (E.D.N.Y. 2006); *Fed. Home Loan Mortg. Corp. v. 41-50 78th St. Corp.*, 1997 U.S. Dist. LEXIS 23948 (E.D.N.Y. April 4, 1997); *Kolacek v. Gemexco Trading, Inc.*, 1992 U.S. Dist. LEXIS 571 (S.D.N.Y. Jan. 23, 1992). “A client’s refusal to pay his attorney is also sufficient reason for permitting the attorney to withdraw.” *Id.*

The Certification of Julie Joanes, Esq. dated May 10, 2018 and Saul Roffe, Esq. dated May 11, 2018 certify that Defendants, except for a small portion, have not paid their legal bills due counsel and has misrepresented that payment would be forthcoming. Thus, counsel has set forth satisfactory reasons for withdrawal. There can be no prejudice to either party because currently, discovery is over and motions for summary judgment, if any, are not yet due.

CONCLUSION

For all the reasons stated herein, the motion should be granted.

Dated: Marlboro, NJ
May 11, 2018

LAW OFFICES OF SAUL ROFFE, ESQ. P.C

By:  _____

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