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David N. Tarlow (SBN 214050)  
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5 Attorneys for RMG TECHNOLOGIES, INC., a Delaware corporation

6 Case 2:07-cv-02534-ABC-JC Document 103 Filed 03/31/2008 Page 1 of 1

7 **UNITED STATES DISTRICT COURT**  
8 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**  
9

10 TICKETMASTER, L.L.C., a Virginia  
11 limited liability company,

12 Plaintiff,

13 v.

14 RMG TECHNOLOGIES, INC., a  
15 Delaware corporation and DOES 1  
through 10, inclusive,

16 Defendants.  
17  
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19  
20

CASE NO. CV 07-2534ABC(JC x)

**NOTICE OF MOTION AND  
MOTION FOR AN ORDER  
RELIEVING COGGAN & TARLOW  
AS ATTORNEY OF RECORD FOR  
RMG TECHNOLOGIES, INC.**

Complaint Filed: April 17, 2007

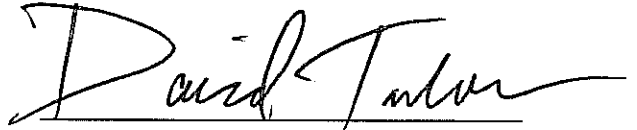
**Date: 4/21/2008  
Time: 10:00 a.m.  
Place: Courtroom 680**

21  
22 PLEASE TAKE NOTICE that on April 21, 2008 at 10:00 a.m. or as soon  
23 thereafter as counsel may be heard, in Courtroom 680 of the United States District  
24 Court, 255 E. Temple Street, Los Angeles, California 90012, Coggan & Tarlow,  
25 counsel for Defendant RMG TECHNOLOGIES, INC., a Delaware corporation  
26 ("RMG"), will and hereby does move this Court for an order allowing it to withdraw  
27 as counsel for RMG pursuant to Stipulation.  
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DATED: March 27, 2008

COGGAN & TARLOW



By: David N. Tarlow  
*Attorneys for RMG Technologies, Inc.,  
a Delaware corporation*

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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. INTRODUCTION

3 Coggan & Tarlow respectfully requests that the Honorable Court grant its  
4 motion to withdraw as counsel pursuant to stipulation between the attorney and the  
5 client.

6 II. STATEMENT OF FACTS

7 Coggan & Tarlow was retained by Defendant/Cross-Complainant RMG  
8 TECHNOLOGIES, INC. ("RMG") in April of 2007, to defend it against numerous  
9 claims made by Plaintiff TICKETMASTER, LLC ("Ticketmaster").

10 Since January of 2008, Coggan & Tarlow and RMG have experienced a  
11 breakdown in the attorney-client relationship and an inability to communicate  
12 effectively. Due to these problems, it has become unreasonably difficult of Coggan  
13 & Tarlow to carry out its employment in this matter effectively.

14 Moreover, since January of 2008, RMG has breached its retainer agreement  
15 with Coggan & Tarlow with respect to expenses and fees. As a result of this breach,  
16 it has become unreasonably difficult for Coggan & Tarlow to proceed in defending  
17 this action on behalf of RMG, including taking necessary discovery to prepare for  
18 trial.

19 On March 14, 2008, Coggan & Tarlow requested that RMG stipulate to allow  
20 Coggan & Tarlow to withdraw as counsel. On that day, Coggan & Tarlow advised  
21 RMG, in writing, that if Coggan & Tarlow were to be relieved as counsel, since  
22 RMG is a corporation, it cannot represent itself *pro se*, and that if it wished to  
23 continue to defend the instant lawsuit, it must retain another attorney. Coggan &  
24 Tarlow also advised RMG of the consequences of its failure to obtain new counsel-  
25 namely that its default may be taken in this matter, and judgment may be entered  
26 against it by Ticketmaster on such default.

27 On March 21, 2008, RMG executed a stipulation to allow Coggan & Tarlow  
28 to withdraw as counsel.

1 On Friday, March 21, 2008, Coggan & Tarlow advised Raaqim Knight, Esq.  
2 of Manatt, Phelps & Phillips that it would seek to withdraw as counsel, and asked  
3 for Ticketmaster's position. Mr. Knight stated that Ticketmaster would not know  
4 their position until they received the instant motion.

5 **III. THIS COURT HAS AUTHORITY TO RELIEVE COGGAN &**  
6 **TARLOW AS ATTORNEYS OF RECORD IN THIS MATTER**

7 Case 2:07-cv-02534-ABC-JC Document 103 Filed 03/31/2008 Page 4 of 1  
8 Pursuant to *LR* 83-2.9.2.1, an attorney may file an application to withdraw as  
9 counsel upon written notice given reasonably in advance to the client and to all other  
10 parties of have appeared in the action.

11 In this matter, Coggan & Tarlow has provided written notice of the instant  
12 motion to RMG and counsel for Ticketmaster.

13 Pursuant to *LR* 83-2.9.2.3 "An attorney requesting leave to withdraw from  
14 representation of a corporation or unincorporated association shall give notice to the  
15 corporation or unincorporated association of the consequences of its inability to  
16 appear *pro se*."

17 On March 14, 2008, Coggan & Tarlow sent written correspondence to RMG  
18 whereby it explained the consequences of the inability of RMG to appear *pro se*.

19 Pursuant to *L.R.* 83-2.9.2.4 "[u]nless good cause is shown and the ends of  
20 justice require, no substitution or relief of attorney will be approved that will cause  
21 delay in the prosecution of the case to completion."

22 The trial in this matter is scheduled for October 21, 2008, more than six and  
23 one half months (6 ½) months subsequent to the filing of the instant motion.  
24 Coggan & Tarlow can see no reason why the prosecution of this case to completion  
25 would be delayed by virtue of its withdrawal.

26 Pursuant to the *California Rules of Professional Conduct* § 3-700(C)(1) a  
27 member may not request permission to withdraw in matters pending before a  
28 tribunal **unless** such request or such withdrawal is because:

"(1) the client:...(d) by other conduct renders it unreasonably difficult  
for the member to carry out the employment effectively; or...(e)

1 breaches an agreement or obligation to the member as to expenses or  
2 fees;" or

3 "(2) The client knowingly and freely assents to the termination of  
4 employment."

5 Pursuant to the *California Rules of Professional Conduct* § 3-700(A)(2) "[a]  
6 member shall not withdraw from employment until the member has taken  
7 reasonable steps to avoid reasonably foreseeable prejudice to the rights of the client, Case 2:07-cv-02534-ABC-JC Document 103 Filed 03/31/2008 Page 5 of 1  
8 including giving due notice to the client, allowing time for the employment of other  
9 counsel, complying with rule 3-700(D) and complying with applicable laws and  
10 rules."

11 Here, in an effort to take reasonable steps to avoid reasonably foreseeable  
12 prejudice to RMG's rights, in the instant motion, Coggan & Tarlow has not  
13 disclosed any communications which are protected by the attorney-client privilege,  
14 and has not disclosed any specific facts which may be used against RMG by  
15 Ticketmaster in its litigation. If this Honorable Court would like more specific  
16 reasons for Coggan & Tarlow's request to withdraw, it would be happy to discuss  
17 the matter, *in camera*, and outside the presence of Ticketmaster's attorneys.

18 Further, Coggan & Tarlow initially notified RMG of its desire to withdraw in  
19 this matter on March 3, 2008. It thereafter made requests that RMG stipulate to  
20 allow it to withdraw. RMG was gracious enough to stipulate thereto. Moreover,  
21 Coggan & Tarlow held off filing this motion for 28 days to allow RMG to locate  
22 substitute counsel.

23 Since March 3, 2008, Coggan & Tarlow has continued to zealously provide  
24 legal services to RMG, including, but not limited to devoting the services of two of  
25 its attorneys over the course of multiple days to oppose and file a motion to compel  
26 on its behalf and propounding further discovery. It is anticipated that much more  
27 work on said motion will be forthcoming over the next few days and weeks.  
28 Coggan & Tarlow is committed to providing legal services to RMG until this  
Honorable Court permits it to withdraw.

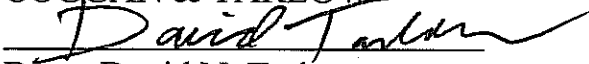
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Based upon the foregoing, it is respectfully submitted that Coggan & Tarlow has sufficient grounds to withdraw as counsel, especially considering the fact that RMG has stipulated to its withdrawal.

**IV. CONCLUSION**

It is respectfully requested that this Honorable Court relieve Coggan & Tarlow as attorneys of record.

Dated: March 27, 2008

COGGAN & TARLOW  
  
By: David N. Tarlow  
Attorneys of record for Defendant  
*RMG TECHNOLOGIES, INC.,*  
*A Delaware corporation*

**DECLARATION OF DAVID N. TARLOW**

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2  
3 1. I am a member of the law firm COGGAN & TARLOW, counsel of  
4 record for Defendant, RMG Technologies, Inc. (hereinafter "RMG"), and I am  
5 admitted to practice law before all of the Courts of the State of California and this  
6 Court.

7 2. I submit this Declaration in support of Coggan & Tarlow's application  
8 Case 2:07-cv-02534-ABC-JC Document 103 Filed 03/31/2008 Page 7 of 1  
9 to be relieved as counsel of record in this matter.

10 3. Coggan & Tarlow was retained by RMG in April of 2007, to defend it  
11 against numerous claims made by Plaintiff TICKETMASTER, LLC  
12 ("Ticketmaster").

13 4. Since January of 2008, Coggan & Tarlow and RMG have experienced  
14 a breakdown in the attorney-client relationship and an inability of my firm to  
15 communicate effectively with members of RMG. Due to these problems, it has  
16 become unreasonably difficult for my firm to carry out its employment in this matter  
17 effectively.

18 5. Moreover, since January of 2008, RMG has breached its retainer  
19 agreement with Coggan & Tarlow with respect to expenses and fees. This breach  
20 has not been cured. As a result of this breach, it has become unreasonably difficult  
21 for Coggan & Tarlow to proceed in defending this action on behalf of RMG, and to  
22 provide legal services to RMG, such as conducting depositions and other discovery  
23 which needs to be conducted.

24 6. On March 3, 2008, my partner, via email, notified RMG of my firm's  
25 desire to withdraw in this matter. Between March 3, 2008 and March 14, 2008, I  
26 repeated this request to RMG.

27 7. On March 14, 2008, I requested that RMG stipulate to allow Coggan &  
28 Tarlow to withdraw as counsel. On that day, I advised RMG, in writing, that in the  
event of Coggan & Tarlow's withdrawal as counsel, since RMG is a corporation, it  
cannot represent itself *pro se*. I notified RMG that if it wished to continue to defend  
the instant lawsuit, it must retain another attorney. I also advised RMG of the

1 consequences of its failure to obtain new counsel- namely that its default may be  
2 taken in this matter, and that judgment may be entered against it by Ticketmaster on  
3 the default.

4 8. On March 21, 2008, RMG executed a stipulation to allow Coggan &  
5 Tarlow to withdraw as counsel. A true and correct copy of same is attached hereto  
6 as Exhibit "A."

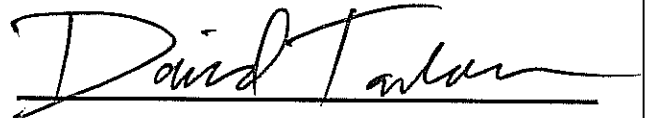
7 9. Coggan & Tarlow continues to zealously represent RMG and will  
8 continue to do so until permitted to withdraw.

9 10. I do not wish to divulge any other facts in these motion papers, as I  
10 believe it is reasonably foreseeable that if I divulge same, those facts may prejudice  
11 RMG in its litigation with Ticketmaster. If the Court would like to further discuss  
12 facts which are the basis of this application, I would be happy to discuss same, *in*  
13 *camera*, and outside the presence of Ticketmaster or its attorneys.

14 11. On Friday, March 21, 2008, I advised Raaqim Knight of Manatt,  
15 Phelps & Phillips that Coggan & Tarlow would seek to withdraw as counsel, and I  
16 asked for Ticketmaster's position. Mr. Knight stated that Ticketmaster would not  
17 know their position until they received the instant motion.

18 I declare under penalty of perjury under the laws of the United States that the  
19 foregoing is true and correct.

20 DATED: March 27, 2008



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David N. Tarlow



**EXHIBIT "A"**

1 JAY M. COGGAN (BAR NO. 86107)  
2 DAVID N. TARLOW (BAR NO. 214050)  
3 JOSHUA G. BLUM (BAR NO. 249082)  
4 COGGAN & TARLOW  
1925 Century Park East, Suite 2320  
Los Angeles, CA 90067

5 Attorneys for *Defendant* RMG Technologies, Inc.

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6  
7 UNITED STATES DISTRICT COURT  
8 FOR THE CENTRAL DISTRICT OF CALIFORNIA

9 TICKETMASTER L.L.C. a Virginia  
10 limited liability Company,  
11 Plaintiff,

Case No.: Case No.: CV 07-2534  
ABC(JWJx)

STIPULATION TO WITHDRAW AS  
COUNSEL.

12 vs.

13 RMG TECHNOLOGIES, INC. a  
14 Delaware corporation, and DOES 1  
15 through 10 inclusive,  
16 Defendants.

17  
18 STIPULATION

19 It is hereby stipulated by and between RMG TECHNOLOGIES, INC., a  
20 Delaware Corporation and Coggan & Tarlow, that Coggan & Tarlow may  
21 withdraw as counsel.

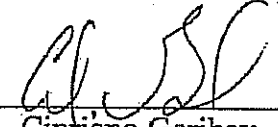
22 Dated: March 21, 2008

COGGAN & TARLOW

23  
24 By:   
David N. Tarlow

25  
26 Dated: March 21, 2008

RMG TECHNOLOGIES, INC.

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28 By:   
Cipriano Garibay

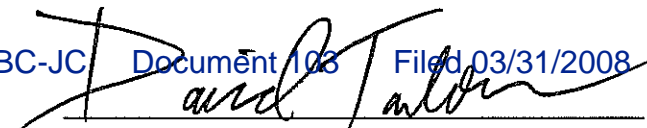


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I declare under penalty of perjury under the laws of the State of California and the United States that the above is true and correct. I am a member of the bar of this court.

Executed on this 27<sup>TH</sup> day of **March, 2008**, at Los Angeles, California.

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**David N. Tarlow**

