

UNITED STATES DISTRICT COURT

Northern District of California

Oakland Division

JOSE A. JARA,

No. C 11-00419 LB

Plaintiff,

**ORDER DENYING PLAINTIFF'S
COUNSEL'S MOTION TO
WITHDRAW**

v.

AURORA LOAN SERVICES, LLC, et al.,

Defendants.

Presently, plaintiff Jose Jara is represented by two attorneys: Glenn Moss and Patricia Turnage. On October 31, 2011, Mr. Moss filed a motion to withdraw as Mr. Jara's counsel. Motion, ECF No. 52.¹ In his motion and accompanying declaration, Mr. Moss says that withdrawal is appropriate because: (1) Mr. Jara is unable to pay for both he and Ms. Turnage; "unhappy differences" have arisen between him and Ms. Turnage; and (3) Ms. Turnage will still have the help of her associate Megan Irish, so Mr. Turnage would not be prejudiced. *Id.* at 3.²

Under Civil Local Rule 11-5(a), "[c]ounsel may not withdraw from an action until relieved by order of Court after written notice has been given reasonably in advance to the client and to all other

¹ Citations are to the Electronic Case File ("ECF") with pin cites to the electronic page number at the top of the document, not the pages at the bottom.

² On November 7, 2011, the court prematurely issued an order granting Mr. Moss's motion. November 7 Order, ECF No. 54. Because the time for filing opposition and reply briefs had not yet passed, the court vacated its November 7 Order. Amended Order Vacating November 7 Order, ECF No. 56.

1 parties who have appeared in the case.” And under the retainer agreement among Mr. Jara and both
2 of his attorneys, Mr. Moss and Ms. Turnage may withdraw only: (1) with Mr. Jara’s consent; or (2)
3 for good cause. Retainer Agreement, ECF No. 57-1 at 2.

4 As stated above, Mr. Jara has not given Mr. Moss his consent, so there must be good cause to
5 allow him to withdraw. The courts finds that there is none. First, Mr. Moss’s claim that Mr. Jara is
6 unable to pay for the attorneys that he retained is unsupported, as Mr. Jara has not submitted any
7 declaration to that effect. In fact, Mr. Jara – who Mr. Moss says was informed of his intention to
8 request leave to withdraw – has yet to inform anyone of his opinion about Mr. Moss’s motion.
9 Second, while there indeed may be “unhappy differences” between Mr. Moss and Ms. Turnage (she
10 confirmed this in her opposition), neither Mr. Moss nor Ms. Turnage have provided the court with
11 sufficient facts in this regard. *See* Motion, ECF No. 52 at 3 (merely mentioning that “unhappy
12 differences have developed”); Opposition, ECF No. 57 at 4 (confirming that “‘unhappy differences’
13 have arisen between [Mr. Moss and I] on an unrelated unresolved matter”); Reply, ECF No. 63 at 3
14 (“Without going into specifics . . .”). Third, Ms. Turnage reports that Ms. Irish will soon be on
15 maternity leave, so she may not be able to assist Ms. Turnage with this case in the immediate future
16 (which will involve, should Mr. Jara so choose, the filing of another amended complaint and perhaps
17 an opposition to a motion to dismiss). *See* Order Granting Defendants’ Motions to Dismiss, ECF
18 No. 68. On the record before it, the court does not find good cause to allow Mr. Moss to withdraw.
19 His motion is DENIED without prejudice.³

20 This disposes of ECF Nos. 52, 53.

21 **IT IS SO ORDERED.**

22 Dated: December 14, 2011

23 
24 LAUREL BEELER
25 United States Magistrate Judge
26
27

28 ³ Pursuant to Civil Local Rule 7-1(b), the court finds that this matter is suitable for
determination without oral argument and vacates the December 15, 2011 hearing.