

United States District Court  
Northern District of California

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

CHUNGHWA TELECOM GLOBAL, INC,  
Plaintiff,  
v.  
MEDCOM, LLC, a Nevada Limited Liability  
company; QT TALK, INC., a Nevada  
Corporation; DAVID COOPER, an  
individual,  
Defendants.

Case No. [5:13-cv-02104-HRL](#)

**ORDER CONDITIONALLY  
GRANTING MOTIONS TO  
WITHDRAW**

Re: Dkt. Nos. 55, 58, 63

The law firms of Monteiro & Fishman and Lewis Brisbois Bisgaard & Smith LLP move for permission to withdraw as counsel of record for defendants. The court has received no objections to the motion, and briefing on this matter is closed. The motion is deemed suitable for determination without oral argument, and the December 27, 2016 hearing is vacated.<sup>1</sup> Civ. L.R. 71-(b). Upon consideration of the moving papers, the court conditionally grants the motions as follows:

“Counsel 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 parties who have

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<sup>1</sup> Attorney Greenberg’s request for a continuance or for leave to appear telephonically (Dkt. 63) is denied as moot.

1 appeared in the case.” Civ. L.R. 11-5(a). “In the Northern District of California, the conduct of  
2 counsel is governed by the standards of professional conduct required of members of the State Bar  
3 of California, including the Rules of Professional Conduct of the State Bar of California.” Hill  
4 Design Group v. Wang, No. C04-521 JF (RS), 2006 WL 3591206 at \*4 (N.D. Cal., Dec. 11, 2006)  
5 (citing Elan Transdermal Limited v. Cygnus Therapeutic Systems, 809 F. Supp. 1383, 1387 (N.D.  
6 Cal.1992)). Those standards provide that an attorney may seek permission to withdraw if, among  
7 other things, the client’s conduct renders it unreasonably difficult for the attorney to represent the  
8 client effectively or if the client breaches an agreement or obligation with respect to the payment  
9 of fees. Id. (citing Cal. Rules of Professional Conduct Rule 3-700(C)(1)(d),(f)).

10 Both firms say that defendants have failed to pay their legal fees, despite repeated requests,  
11 and that, despite numerous attempts at contact, defendants have failed to communicate with  
12 counsel. (Dkt. 56, Greenberg Decl. ¶¶ 5-6, 9; Dkt. 59, Fishman Decl. ¶¶ 4-6). The attorneys attest  
13 that they have given plaintiff and the defendants notice that they would seek leave to withdraw  
14 from representation. (Greenberg Decl. ¶¶ 7, 13-14; Fishman Decl. ¶¶ 7-8). And, the record shows  
15 that defendants have discharged both firms as their counsel in this case and have expressed that  
16 they no longer want either firm to represent them in this matter. (Greenberg Decl., ¶ 15 &  
17 attachment; Fishman Decl. ¶ 6 and attachment). As discussed, no one has filed an opposition to  
18 the requested withdrawal. Finding sufficient grounds for withdrawal, the court grants the motion,  
19 subject to the condition that papers may continue to be served on defense counsel for forwarding  
20 purposes, unless and until defendants appear by other counsel. Civ. L.R. 11-5(b) (“When  
21 withdrawal by an attorney from an action is not accompanied by simultaneous appearance of  
22 substitute counsel or agreement of the party to appear pro se, leave to withdraw may be subject to  
23 the condition that papers may continue to be served on counsel for forwarding purposes, unless  
24 and until the client appears by other counsel or pro se.”).

25 **Defendants Medcom LLC and QT Talk, LLC<sup>2</sup> are advised that they may not appear**  
26 **pro se or through their corporate officers, but must retain new counsel forthwith to**

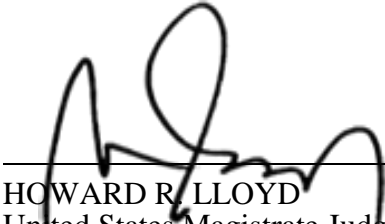
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<sup>2</sup> QT Talk, LLC says that it erroneously was sued as “QT Talk, Inc.”

1 **represent them in this lawsuit.** See Civ. L.R. 3-9(b) (“A corporation, unincorporated  
2 association, partnership or other such entity may appear only through a member of the bar of this  
3 Court”); see also Rowland v. California Men’s Colony, 506 U.S. 194, 201-02 (1993) (“It has been  
4 the law for the better part of two centuries . . . that a corporation may appear in the federal courts  
5 only through licensed counsel”); In Re Highley, 459 F.2d 554, 555 (9th Cir. 1972) (“A corporation  
6 can appear in a court proceeding only through an attorney at law”). **Medcom LLC and QT Talk**  
7 **LLC are further advised that they retain all of the obligations of a litigant, and their failure**  
8 **to appoint an attorney may lead to an order striking their pleadings or to entry of their**  
9 **default.**

10 The case management conference is re-set for **February 14, 2017, 1:30 p.m.**, Courtroom  
11 2, Fifth Floor, United States District Court, 280 South First Street, San Jose, California. The  
12 parties’ Joint Case Management Statement is due by **February 7, 2017**. All other related  
13 deadlines set in the Order Setting Initial Case Management Conference and ADR Deadlines (Dkt.  
14 4) are adjusted accordingly.

15 SO ORDERED.

16 Dated: December 14, 2016

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20 HOWARD R. LLOYD  
21 United States Magistrate Judge  
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5:13-cv-02104-HRL Notice has been electronically mailed to:

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