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4 UNITED STATES DISTRICT COURT
5 NORTHERN DISTRICT OF CALIFORNIA
6 SAN JOSE DIVISION

7
8 OPTRONIC TECHNOLOGIES, INC,

9 Plaintiff,

10 v.

11 NINGBO SUNNY ELECTRONIC CO.,
LTD., et al.,

12 Defendants.

Case No. [5:16-cv-06370-EJD](#)

**ORDER GRANTING MOTION BY
SHEPPARD MULLIN TO WITHDRAW
AS COUNSEL FOR DEFENDANT
NINGBO SUNNY ELECTRONIC CO.,
LTD.**

13 Pursuant to Civil Local Rule 11-5(a), Sheppard Mullin Richter & Hampton LLP
14 (“Sheppard Mullin”) moves to withdraw from its representation of defendant Ningbo Sunny
15 Electronic Co., Ltd. (“Ningbo Sunny”) in this case. Dkt. No. 589. Plaintiff Optronic
16 Technologies, Inc. (“Orion”) opposes the motion. Dkt. No. 607. The motion was heard on May 8,
17 2020. Having considered the parties’ briefs and arguments at the hearing, the Court **GRANTS**
18 Sheppard Mullin’s motion to withdraw as counsel.

19 The Court finds that Sheppard Mullin has shown good cause to withdraw pursuant to
20 California Rule of Professional Conduct 1.16(b).¹ Sheppard Mullin offered evidence
21 demonstrating that (1) Ningbo Sunny has “breache[d] a material term of an agreement” with
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23 ¹ In this district, the conduct of counsel, including the withdrawal of counsel, is governed by
24 the standards of professional conduct required of members of the State Bar of California. N.D.
25 Cal. Civ. L.R. 11-4(1); *Kannan v. Apple Inc.*, No. 5:17-CV-07305-EJD, 2020 WL 75942, at *1
26 (N.D. Cal. Jan. 7, 2020).
27

1 Sheppard Mullin by failing to pay Sheppard Mullin’s legal fees; and (2) Ningbo Sunny has
2 “render[ed] it unreasonably difficult for [Sheppard Mullin] to carry out the representation
3 effectively” by refusing to communicate with Sheppard Mullin directly and ignoring Sheppard
4 Mullin’s advice. Cal. Rules of Professional Conduct 1.16(b)(4)-(5). The Court finds that both of
5 these reasons warrant withdrawal. *See Frazier v. Am. Credit Resolution, Inc.*, No. 18-CV-07729-
6 TSH, 2019 WL 3554505, at *2 (N.D. Cal. Aug. 5, 2019) (“Failure to pay attorney’s fees provides
7 a sufficient basis on which to grant a request to withdraw.”); *Soles v. United Airlines, Inc.*, No. 16-
8 CV-08769 BRO (EX), 2017 WL 10562538, at *3 (C.D. Cal. Apr. 11, 2017) (“Failure to
9 communicate with counsel constitutes good cause for an attorney to seek withdrawal.”).

10 The Court further finds that withdrawal will result in minimal prejudice to Orion given
11 that, with a few exceptions, all post-judgment motions have been resolved. The Court
12 acknowledges the motion for sanctions currently pending before Judge DeMarchi. Dkt. No. 624.
13 In order to prevent any additional burden on the Court or prejudice to Orion, the Court will require
14 Sheppard Mullin to continue representing Ningbo Sunny for 30 days or until that motion is
15 resolved, whichever is sooner.

16 For the reasons stated above and at the hearing on May 8, 2020, IT IS HEREBY
17 ORDERED that the motion to withdraw is GRANTED on the condition that Sheppard Mullin will
18 continue to represent Ningbo Sunny until such time as the sanctions motion pending before Judge
19 DeMarchi is resolved, or 30 days from the date of this order, whichever is sooner. Sheppard
20 Mullin is otherwise relieved of all obligations as counsel in this case, including with respect to
21 other motions currently pending or motions filed after the date of this order.

22 IT IS FURTHER ORDERED that Sheppard Mullin will continue to serve on Ningbo
23 Sunny all papers filed in this action and forward communication from Plaintiff counsel until
24 substitute counsel has entered an appearance.

25 IT IS FURTHER ORDERED that Ningbo Sunny will provide a status report, in writing,
26 no later than May 22, 2020, updating the Court on its search for new counsel. A status conference
27 will be set for June 11, 2020 at 10:00 a.m.

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IT IS SO ORDERED.

Dated: May 8, 2020



EDWARD J. DAVILA
United States District Judge