

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
(Tampa Division)

2009 JUL 16 AM 10:50  
MIDDLE DISTRICT OF FLORIDA  
TAMPA, FLORIDA

**COSTAR REALTY INFORMATION,  
INC., and COSTAR GROUP, INC.**

\*  
\*

**Plaintiffs,**

\*

**Civil Action No.: 8:08-cv-01227-JSM-EAJ**

**v.**

\*

**SCOTT BELL and KLEIN &  
HEUCHAN, INC.**

\*

**Defendants**

\* \* \* \* \*

**MOTION FOR LEAVE TO WITHDRAW  
APPEARANCE OF COUNSEL FOR DEFENDANT SCOTT BELL**

Pursuant to Local Rule 2.03(b), James B. Astrachan, Julie R. Rubin and the firm Astrachan Gunst Thomas, P.C. (“AGT”), hereby respectfully request, jointly and severally, that their appearance as counsel for Defendant Scott Bell be withdrawn in connection with the above-captioned case, and in support thereof, state as follows:

1. On or about July 15, 2008, Defendant Bell, a Florida resident, engaged AGT, a Maryland law firm, to represent him solely with respect to a matter pending in the U.S. District Court for the District of Maryland, captioned: *CoStar Realty Information, Inc., et al. v. Klein & Heuchan, Inc., et al.*, Case No.: 8:09-cv-01575 (the “Maryland Case”). Attached as **Exhibit A** is the engagement agreement between AGT and Defendant Bell, which reflects that AGT’s representation of Defendant Bell was limited to the Maryland Case.

2. As Defendant Bell is located in Florida and a related case is pending in this Court, Defendant Bell engaged AGT to perform services related to transferring the Maryland Case to this Court. AGT was successful in transferring the Maryland Case to this Court, and that case

was pending as *CoStar Realty Information, Inc., et al. v. Klein & Heuchan, Inc., et al.*, Case No.: 8:09-cv-565-T-33TGW.

3. When the Maryland Case was transferred to this Court, AGT's appearances were transferred with it.

4. Mr. Astrachan and Ms. Rubin are not admitted to practice law in this Court, nor are any other AGT attorneys.

5. Recent Court filings identify Nicholas Louis Ottaviano, Esquire as Florida counsel for Defendant Bell.

6. Pursuant to Local Rule 2.03(b), on June 9, 2009, the undersigned sent a letter to Defendant Bell informing him that, pursuant to the engagement agreement between the parties, AGT's representation of him terminated when the Maryland Case was transferred to this Court. The June 9, 2009 letter is attached hereto as **Exhibit B**.

7. On June 25, 2009, the undersigned filed a Motion for Leave to Withdraw Appearance of Counsel for Defendant Scott Bell in Case No.: 8:09-cv-565-T-33TGW (the "Original Motion"), as that was the only case pending in this Court in which Mr. Astrachan and Ms. Rubin were listed as counsel for Defendant Scott Bell.

8. On June 29, 2009, the undersigned received an Order of this Court consolidating Case No.: 8:09-cv-565-T-33TGW with the instant case. Upon investigation, the undersigned learned that the Original Motion was filed on the same day on which the Order consolidating these matters was filed and served.

9. On or about June 29, 2009, Ms. Julia A. Carolan of AGT called the Clerk of Court to inquire as to whether a new motion was required in view of the consolidation. The Clerk of

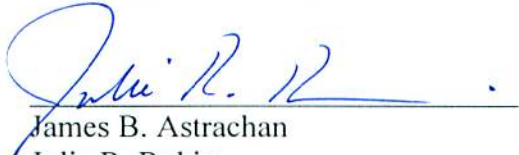
Court informed Ms. Carolan that the Original Motion was still open and pending and the ruling upon it would apply to the instant case.

9. On July 14, 2009, Ms. Shannon Lancaster of AGT received a telephone call from the Clerk of Court during which the Clerk advised Ms. Lancaster that the Original Motion was never ruled upon, and instead was deleted and is no longer pending.

10. Upon instruction of the Clerk of Court, the undersigned files this Motion, which is substantively identical to the Original Motion, save Paragraphs 7-10.

WHEREFORE, James B. Astrachan, Julie R. Rubin and the firm Astrachan Gunst Thomas, P.C., hereby respectfully request, jointly and severally, that their appearance as counsel for Defendant Scott Bell be withdrawn in connection with the above-captioned case.

Respectfully submitted,



James B. Astrachan  
Julie R. Rubin  
Astrachan Gunst Thomas, P.C.  
217 E. Redwood Street, Suite 2100  
Baltimore, Maryland 21202

410.783.3550 telephone  
410.783.3530 facsimile

jastrachan@agtlawyers.com  
jrubin@agtlawyers.com

Dated: July 15, 2009

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 15<sup>th</sup> day of July, 2009 I served the foregoing Motion for Leave to Withdraw Appearance of Counsel for Scott Bell by first class mail, postage prepaid upon:

William J. Sauers, Esq.  
Sanya Sarich Kerksiek, Esq.  
Crowell & Moring LLP  
1001 Pennsylvania Ave.  
Washington, DC 20004

William C. Guerrant, Jr., Esq.  
William F. Sansone, Esq.  
Hill, Ward & Henderson, P.A.  
Suite 3700 – Bank of America Building  
101 East Kennedy Boulevard  
Post Office Box 2231  
Tampa, Florida 33601

*Attorneys for Defendants-Counterclaim Plaintiffs CoStar Realty Information, Inc. and CoStar Group, Inc.*

Paul McDermott Finamore, Esq.  
Niles Barton and Wilmer LLP  
111 S. Calvert Street Suite 1400  
Baltimore, Maryland 21202

J. Paul Raymond, Esq.  
Jeff Gibson, Esq.  
Brian J. Aungst, Esq.  
MacFarlane Ferguson & McMullen  
P.O. Box 1669  
Clearwater, Florida 33757

*Attorneys for Plaintiff-Counterclaim Defendant Klein & Heuchan, Inc.*

Nicholas Louis Ottaviano, Esq.  
Florin Roebig, P.A.  
777 Alderman Road  
Palm Harbor, Florida 34683

Randall J. Love, Esq.  
Randall J. Love & Associates, P.A.  
5647 Gulf Drive  
New Port Richey, Florida 34652-4019

*Attorneys for Defendant Scott Bell*

Mr. Christopher S. Bell  
2725 Big Pine Drive  
Holliday, Florida 34691

*Defendant*

  
Julie R. Rubin

# astrachan gunst thomas

a professional corporation  
attorneys at law

Writer's Direct Contact  
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[jastrachan@agtlawyers.com](mailto:jastrachan@agtlawyers.com)

Reply to Baltimore Office

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July 15, 2008

Mr. Christopher S. Bell  
2725 Big Pine Drive  
Holliday, FL 34691

Re: **Astrachan Gunst & Thomas P.C. Representation**

Dear Mr. Bell:

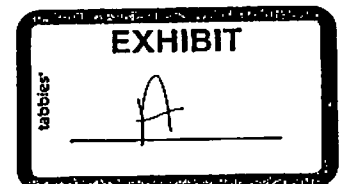
As a matter of policy, and in compliance with the requirements of our insurance carrier, this firm requires that each attorney-client relationship be set forth in writing. This letter will confirm your agreement to retain our firm to represent you with respect to *CoSTAR Realty Information, Inc., et al. v. Klein & Heuchan, Inc., et al* as filed in Maryland.

I will be the attorney responsible for the work which Astrachan Gunst & Thomas, P.C. performs. My time will be charged at the rate of \$415 per hour, however, I would plan to use less expensive, but experienced litigators and paralegals at our firm to minimize costs. This time will be charged at a rate between \$90 per hour and \$400 per hour. Our billing rates may increase effective January 1 of each year.

Legal services will be billed on an hourly basis and the firm will bill on a monthly basis for legal services rendered and costs incurred against the retainer. Costs, such as photocopying, computerized legal research, filing fees, travel, long distance telephone calls, delivery charges and telecopy charges will be separately itemized and reflected on the billing. I am asking for an initial retainer of \$5,000 to offset hours incurred to explore and hopefully, consummate a settlement. If this is not possible, we will file a motion to dismiss on the basis of lack of jurisdiction, and/or consolidation with the declaratory judgment action filed in Tampa by Klein & Heuchan, Inc. You will then increase the retainer to a sum of \$10,000. You will charge these retainers, as due, on a credit card. The retainer, if we need to file a motion, will not be reduced below \$10,000 and it will be your responsibility to maintain it at this level. If it is not, we reserve the right to discontinue services. Any portion of the retainer not used will be

Author, The Law of Advertising

 LexisNexis\*



Mr. Christopher S. Bell  
July 15, 2008  
Page 2

returned. Our billing rates may increase effective January 1 of each year to reflect increases in our costs.

Astrachan Gunst & Thomas, P.C., like other firms, represents a large number of clients in a variety of matters. It is important that you know that the firm may now or in the future represent others, in matters not substantially related to our work for you, who may have interests in those unrelated matters which may be adverse to or differing from your interest. Obviously, if any such conflict may arise in the future, either as a result of an existing client relationship or as a result of a new client engagement, I will consult with you further once we become aware of such a conflict.

I look forward to working with you.

Please sign and return one copy of this letter. Please keep a copy for your records.

Very truly yours,

/s/

James B. Astrachan

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008:

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Christopher S. Bell

99001.004/74169

Mr. Christopher S. Bell  
July 15, 2008  
Page 2

returned. Our billing rates may increase effective January 1 of each year to reflect increases in our costs.

Astrachan Gunst & Thomas, P.C., like other firms, represents a large number of clients in a variety of matters. It is important that you know that the firm may represent others, in matters not substantially related to our work for you, who may have interests in those unrelated matters which may be adverse to or different from your interest. Obviously, if any such conflict may arise in the future, either as a result of an existing client relationship or as a result of a new client engagement, I will consult with you as soon as we become aware of such a conflict.

I look forward to working with you.

Please sign and return one copy of this letter. Please keep a copy for your records.

Very truly yours,

/s/

James B. Astrachan

AGREED TO THIS 17 DAY OF July, 2008:

  
\_\_\_\_\_  
Christopher S. Bell

99001.004/74169

Author, The Law of Advertising

 LexisNexis



astrachan

thomas

a professional corporation  
attorneys at law

Writer's Direct Contact:  
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jcarolan@agtlawyers.com

ADMITTED IN MARYLAND,  
DISTRICT OF COLUMBIA &  
PENNSYLVANIA

Reply to Baltimore Office

June 8, 2009

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**VIA EMAIL (sctbell@yahoo.com)  
AND FEDERAL EXPRESS**

Mr. Christopher S. Bell  
2725 Big Pine Drive  
Holliday, Florida 34691

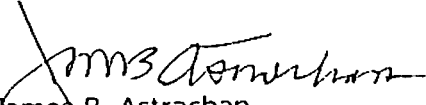
Re: *CoStar Realty Information, Inc., et al. v. Klein & Heuchan, Inc., et al.*  
Case No.: 8:09-cv-00565-VMC-TGW.

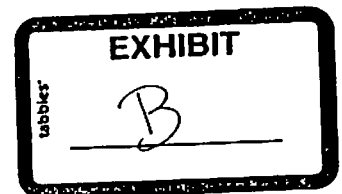
Dear Mr. Bell:

Pursuant to Rule 2.03 of the Local Rules for the U.S. District Court for the Middle District of Florida, 10 days after the date of this letter, this office will file a Motion for Leave to Withdraw its appearance, including mine and Ms. Rubin's, as your counsel in the above-referenced matter. As you recall, you engaged our firm to represent you solely with respect to the matter pending against you in the U.S. District Court for the District of Maryland, *CoStar Realty Information, Inc., et al. v. Klein & Heuchan, Inc., et al.*, Case No.: 8:08-cv-01575-AW. Accordingly, when that matter was transferred to the U.S. District Court in Florida on March 26, 2009, pursuant to our engagement agreement, our representation of you terminated.

Despite no formal entry of our appearance in the Florida matter, the U.S. District Court in Florida has retained our appearance from the Maryland matter. Thus, pursuant to Local Rule 2.03, this will serve as notice to you and opposing counsel that we will be filing a Motion for Leave to Withdraw from the above-referenced case.

Very truly yours,

  
James B. Astrachan





cc: Julie R. Rubin, Esquire  
Shari Ross Lahlou, Esquire  
William J. Sauers, Esquire  
Jeffrey W. Gibson, Esquire  
Paul McDermott Finamore, Esquire  
Brian J. Aungst, Esquire  
J. Paul Raymond, Esquire  
Jeffrey W. Gibson, Esquire  
Sanya Sarich Kerksiek, Esquire  
William Cooper Guerrant, Jr., Esquire  
William Fargo Sansone, Esquire  
Nicholas Louis Ottaviano, Esquire  
Peter John Grilli, Esquire  
99001.009/78846

From: Origin ID: ODMA (410) 783-3531  
Luwana Stanley  
Astrachan Gunst Thomas, PC  
217 E. Redwood Street  
Suite 2100  
Baltimore, MD 21202



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Christopher S. Bell

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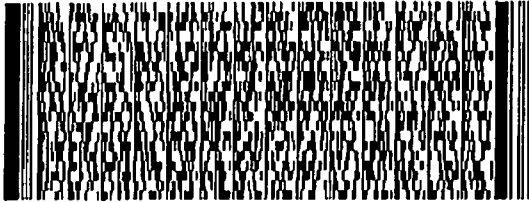
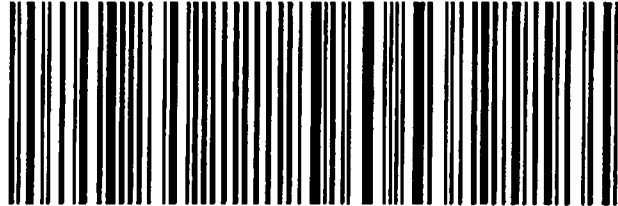
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**Name:** Luwana Stanley  
**E-mail:** lstanley@agtlawyers.com

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**Delivered to:** Residence  
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**Packaging type:** FedEx Envelope  
**Number of pieces:** 1  
**Weight:** 0.50 lb.  
**Special handling/Services:** Residential Delivery  
Deliver Weekday

**Tracking number:** 797662937844

Shipper Information	Recipient Information
Luwana Stanley	Christopher S. Bell
Astrachan Gunst Thomas, PC	2725 BIG PINE DR
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US	34691
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