

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

David C. Traub, Richard O. Cabel, William R. Sotka, Ern Andrew Gregorio, Gloria Giselda N. Arroyo, Winelda C. Ycoy, Simon U. Cabel, and Christopher R. Asis v. Stardust389, Inc.; Airlock3839, Inc.; Christopher H. Cooper, and Patricia Ann Bellasalma

Traub · No. Civil Action No. 22-1582-SRF · Decided March 20, 2026

SUMMARY

The court grants in part and denies without prejudice in part motions by attorneys to withdraw from representing defendants in post-judgment proceedings. Withdrawal is granted as to Christopher H. Cooper, while counsel must continue representing the corporate defendants through post-judgment deposition discovery. The order sets deadlines for Cooper to obtain counsel or proceed pro se and establishes requirements for any renewed withdrawal motions.

CASE DETAILS

COURT	United States District Court for the District of Delaware
WRITING FOR THE COURT	Sherry R. Fallon
JURISDICTION	United States District Court for the District of Delaware
DECIDED	March 20, 2026
DOCKET	Civil Action No. 22-1582-SRF
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs moved to enforce a judgment and conduct post-judgment discovery. Defendants' counsel moved for leave to withdraw from representation of the corporate defendants and Christopher H. Cooper.
STANDARD OF REVIEW	Abuse of discretion; the decision whether to permit counsel to withdraw is within the district court's discretion.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	David C. Traub, Richard O. Cabel, William R. Sotka, Ern Andrew Gregorio, Gloria Giselda N. Arroyo, Winelda C. Ycoy, Simon U. Cabel, Christopher R. Asis v. Stardust389, Inc., Airlock3839, Inc., Christopher H. Cooper, Patricia Ann Bellasalma

TOPICS

civil procedure discovery dispute default judgment default

PRACTICE AREAS

civil procedure post-judgment discovery attorney withdrawal employment law

QUESTIONS PRESENTED

1. Whether counsel had established good cause to withdraw from representing the judgment debtors based on nonpayment of fees and lack of communication.
2. Whether withdrawal should be permitted where the clients included corporate defendants that could appear in federal court only through licensed counsel and post-judgment depositions remained pending.
3. Whether counsel could withdraw from representing Christopher H. Cooper while the corporate defendants' withdrawal motions were denied without prejudice.

HOLDINGS

1. A motion to withdraw is committed to the district court's discretion, and counsel may withdraw upon establishing that the representation serves no meaningful purpose; nonpayment of substantial fees and a lack of communication established good cause for withdrawal here.
2. Counsel is not required to remain in the case until a corporate client retains substitute counsel, but withdrawal may be denied temporarily when continued representation serves a meaningful purpose in pending post-judgment discovery.
3. The motions to withdraw were granted as to Christopher H. Cooper and denied without prejudice as to Stardust389, Inc. and Airlock3839, Inc.

KEY QUOTATIONS

“there is no multi-factor test that a district court must apply to decide a motion for attorney withdrawal.” (¶ 6)

“demonstrat[ing] to the satisfaction of the district court that [counsel’s] appearance serves no meaningful purpose.” (¶ 6)

“However, there is no requirement that counsel must not withdraw until a corporate client has retained substitute counsel.” (¶ 7)

“the court finds that Movants’ continued representation would serve a meaningful purpose at this juncture.” (¶ 10)

FACTUAL BACKGROUND

The parties reached a settlement through mediation, and judgment was entered against the judgment debtors on July 2, 2025. Plaintiffs then served post-judgment deposition notices concerning execution of the judgment. Counsel seeking withdrawal asserted that the judgment debtors owed more than \$140,000 in fees and had ceased

communicating with counsel. Because the corporate defendants could not appear at depositions without licensed counsel and the record did not establish that they had been informed of the consequences of withdrawal, the court found that counsel's continued representation of the corporate defendants would temporarily serve a meaningful purpose.

PROCEDURAL HISTORY

Plaintiffs filed the action in the Northern District of California in December 2021 seeking relief for wrongful termination and unpaid wages under the FLSA and state law. After motion practice and amended pleadings, the case was transferred to the District of Delaware in December 2022. The parties settled through mediation, judgment was entered against the defendants on July 2, 2025, and plaintiffs thereafter initiated judgment-execution discovery, including depositions. The court granted counsel's withdrawal as to Cooper but denied it without prejudice as to the corporate defendants.

DISPOSITION

other

CASES CITED

- Ohntrup v. Makina Ve Kimya Endustrisi Kurumu, 760 F.3d 290, 295 (3d Cir. 2014)
- LabMD Inc. v. Boback, 47 F.4th 164, 190 (3d Cir. 2022)
- Rowland v. Cal. Men's Colony, Unit II Men's Advisory Council, 506 U.S. 194, 217 (1993)
- Simbrow, Inc. v. United States, 367 F.2d 373, 373-74 (3d Cir. 1966)
- Endobotics, LLC v. Medrobotics Corp., C.A. No. 19-381-CFC, 2020 WL 7042892, at *1-2 (D. Del. Dec. 1, 2020)
- Ohntrup v. Firearms Ctr., Inc., 802 F.2d 676, 679-80 (3d Cir. 1986)
- Taylor v. ULS., C.A. No. 12-12-SLR-SRF, 2013 WL 1897839, at *2 (D. Del. May 7, 2013)