

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA

Angela Johnson v. Mayo Clinic

Johnson · No. 0:24-cv-01523 (JRT/ECW) · Decided March 20, 2026

SUMMARY

The United States District Court for the District of Minnesota grants counsel’s motion to withdraw without substitution from representing Angela Johnson based on her discharge of counsel and irreconcilable disagreements. The Court also grants a limited stay of discovery-related deadlines, addresses negotiations concerning sanctions and reasonable expenses, and directs disclosure of ex parte communications while advising Johnson of her obligations as a pro se litigant.

CASE DETAILS

COURT	United States District Court for the District of Minnesota
WRITING FOR THE COURT	Elizabeth Cowan Wright
JURISDICTION	United States District Court for the District of Minnesota
DECIDED	March 20, 2026
DOCKET	0:24-cv-01523 (JRT/ECW)
DISPOSITION	other
PROCEDURAL POSTURE	The court considered Plaintiff's former counsel's motion to withdraw without substitution and Plaintiff's pro se emergency motion to stay discovery deadlines.
STANDARD OF REVIEW	The decision whether to permit counsel to withdraw without substitution is within the court's discretion. The court evaluates the reasons for withdrawal, resulting prejudice, effect on administration of justice, and delay in resolution.
PRECEDENTIAL VALUE	unpublished district court order

TOPICS

- civil procedure
- discovery dispute
- sanctions

PRACTICE AREAS

- civil procedure
- legal ethics

QUESTIONS PRESENTED

1. Whether Plaintiff's counsel should be permitted to withdraw without substitution based on Plaintiff's discharge and the resulting conflicts.
2. Whether Plaintiff was entitled to a stay of discovery supplementation obligations and related deadlines while counsel withdrew.
3. Whether the court should order production of ex parte emails and voicemails sent or left by Plaintiff with chambers.

HOLDINGS

1. The court may permit counsel to withdraw without substitution when the client has discharged counsel or no longer wishes counsel to serve as representative and the record establishes good cause. Good cause existed here, so withdrawal was granted.
2. The court may grant a limited stay of discovery obligations and related deadlines to account for counsel's withdrawal, but the stay does not eliminate Plaintiff's obligation to address outstanding discovery issues or comply with later court orders.
3. A pro se litigant must comply with the Federal Rules of Civil Procedure, the District of Minnesota Local Rules, and the court's orders.

KEY QUOTATIONS

“Even pro se litigants must comply with court rules and directives.”

“pro se status does not entitle litigant to disregard Federal Rules of Civil Procedure or court’s local rules”

“pro se litigants are not excused from failing to comply with substantive and procedural law.”

FACTUAL BACKGROUND

Plaintiff's attorneys represented that Plaintiff sought to discontinue their representation and that fundamental disagreements and irreconcilable conflicts had arisen. Plaintiff confirmed under penalty of perjury that she wanted immediate discontinuance of representation and was seeking new counsel. Discovery and reasonable-expense issues were pending in consolidated litigation, and Plaintiff sought a stay while the withdrawal motion was considered.

PROCEDURAL HISTORY

Plaintiff's attorneys moved to withdraw after Plaintiff sought immediate discontinuance of their representation and the parties developed fundamental disagreements regarding representation. Plaintiff separately moved to stay discovery deadlines while the withdrawal motion was pending. After a March 16, 2026 hearing, the court granted withdrawal, granted a limited stay of specified discovery obligations through April 15, 2026, denied the stay motion in all other respects, extended the deadline concerning reasonable expenses, and ordered production of Plaintiff's ex parte communications with the court.

DISPOSITION

other

CASES CITED

- Fleming v. Harris, 39 F.3d 905, 908 (8th Cir. 1994)
- COKeM Int'l, Ltd. v. MSI Ent. LLC, No. 19-CV-3114 (JRT/HB), 2020 WL 12880065, at *1 (D. Minn. Oct. 19, 2020)
- Ivers v. CMFG Life Ins. Co., No. 15-cv-1577 (WMW/JJK), 2016 WL 11031189, at *1 (D. Minn. Apr. 5, 2016)
- AB Tours LLC v. ABC Bus Leasing, Inc., No. CV 21-1376 (ECT/BRT), 2021 WL 10395829, at *1 (D. Minn. Dec. 13, 2021)
- Deluxe Small Bus. Sales, Inc. v. Findley, No. 11-CV-1449 (JNE/SER), 2012 WL 13047581, at *2 (D. Minn. Mar. 28, 2012)
- Berkley Reg'l Ins. Co. v. Doe, No. 20-CV-2382 (WMW/TNL), 2022 WL 22911273, at *2-3 (D. Minn. July 19, 2022)
- Scherber Cos. LLC v. T. Scherber Demolition & Excavating LLC, No. 19-cv-2407 (DWF/KMM), 2020 WL 1816037, at *1 (D. Minn. Apr. 10, 2020)
- Ivers v. CMFG Life Ins. Co., No. CV 15-1577 (WMW/JJK), 2016 WL 11031189, at *2 (D. Minn. Apr. 5, 2016)
- Am. Dairy Queen Corp. v. Blume, No. CV 11-358 (RHK/TNL), 2011 WL 13262111, at *3 (D. Minn. May 25, 2011)
- Soliman v. Johanns, 412 F.3d 920, 922 (8th Cir. 2005)
- Bennett v. Dr. Pepper/Seven Up, Inc., 295 F.3d 805, 808 (8th Cir. 2002)
- Burgs v. Sissel, 745 F.2d 526, 528 (8th Cir. 1984)