

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA**

Joni M. Roth v. AIG; Corebridge Financial, Inc.

Roth v. AIG · No. 2:24-cv-01124-TLN-CKD · Decided August 28, 2025

SUMMARY

The United States District Court for the Eastern District of California granted Plaintiff Joni M. Roth’s counsel’s motion to withdraw. The court found good cause under Eastern District of California Local Rule 182(d) and California Rule of Professional Conduct 1.16(b)(4), and referred the case to the assigned magistrate judge for future proceedings.

OPINION

(PS) Roth v. AIG

PER CURIAM.

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8 UNITED STATES DISTRICT COURT

9 EASTERN DISTRICT OF CALIFORNIA

10

11 JONI M. ROTH,

12 Plaintiff, No. 2:24-cv-01124-TLN-CKD 13 14 v. ORDER

AIG; COREBRIDGE FINANCIAL, INC.,

15 Defendants. 16

17 18 This matter is before the Court on a Motion to Withdraw filed by Plaintiff Joni M. Roth’s 19 (“Plaintiff”) counsel. (ECF No. 27.) Defendant American General Life Insurance Company 20 (sued as Corebridge Financial, Inc.) (“Defendant”) filed an opposition. (ECF No. 30.) Plaintiff’s 21 counsel replied. (ECF No. 33.) For the reasons set forth below, the Motion to Withdraw is 22 GRANTED. 23 The Local Rules of this district require an attorney who would withdraw and leave his or 24 her client without representation to obtain leave of court upon a noticed motion. E.D. Cal. L.R. 25 182(d). Local Rule 182(d) also requires an attorney to provide notice to the client and all other 26 parties who have appeared, and an affidavit stating the current or last known address of the client. 27 Id. Finally, to comply with Local Rule 182(d), the attorney must conform to the requirements of 28 1 the California Rules of Professional Conduct. Id. 2 The decision to grant or deny a motion to withdraw is within a court’s discretion. 3 McNally v. Eye Dog Found. for the Blind, Inc., No. 09-cv-AWI-SKO-01174, 2011 WL 1087117, 4 at *1 (E.D. Cal. Mar. 24, 2011). District courts within this circuit have considered several factors 5 when evaluating a motion to withdraw, including the reason for withdrawal, prejudice to the 6 client,

prejudice to the other litigants, harm to the administration of justice, and possible delay. 7 See, e.g., *Deal v. Countrywide Home Loans*, No. 09-cv-01643-SBA, 2010 WL 3702459, at *2 8 (N.D. Cal. Sept. 15, 2010); *CE Res., Inc. v. Magellan Group, LLC*, No. 08-cv-02999-MCE-KJM, 9 2009 WL 3367489, at *2 (E.D. Cal. Oct. 14, 2009); *Beard v. Shuttermart of Cal., Inc.*, No. 07-cv- 10 00594-WQH-NLS, 2008 WL 410694, at *2 (S.D. Cal. Feb. 13, 2008). 11 Plaintiff's counsel requests to withdraw on two separate and independent grounds. First, 12 because Plaintiff, through her granddaughter and representative Kelli Grande, breached a material 13 term of the agreement between lawyer and client. (ECF No. 27 at 3; ECF No. 27-1 at 1.) Second, 14 because the relationship between attorney and client "has broken down such that it has become 15 unreasonably difficult" for counsel to carry out representation effectively. (ECF No. 27 at 3; ECF 16 No. 27-1 at 2.)

17 In opposition, Defendant argues the motion should be denied for several reasons. (ECF 18 No. 30 at 2–6.) First, because Plaintiff was purportedly not served nor notified. (Id. at 2–3.) 19 Second, because Plaintiff's counsel's issue with non-party Kelli Grande is an invalid reason for 20 his withdrawal. (Id. at 3.) Third, because the reason for Plaintiff's counsel withdrawal is vague, 21 and Defendant would be prejudiced given the delay to litigation. (Id. at 4–5.) Finally, Defendant 22 argues there is no good cause to delay the settlement conference and Plaintiff's counsel should be 23 required to attend.¹ (Id. at 5–6.) 24 Despite Defendant's arguments to the contrary, the Court finds there is sufficient good 25 cause to grant Plaintiff's counsel's motion to withdraw. First, Plaintiff's counsel satisfied Local 26 27 1 At the time Defendant's opposition was filed, a settlement conference was scheduled to proceed before the assigned magistrate judge on August 18, 2025. (ECF No. 26.) However, this 28 settlement conference was recently vacated. (ECF No. 36.)

1 Rule 182(d) by filing a declaration that it informed Plaintiff of its intent to withdraw and by 2 providing the Court with Plaintiff's last known address. (ECF No. 27-1 at 2.) Defendant's 3 argument to the contrary is unavailing in light of Plaintiff's counsel's declaration and proof of 4 service. (ECF No. 27-1 at 2; ECF No. 33.) Second, Plaintiff's counsel also established 5 withdrawal is proper under California Rule of Professional Conduct 1.16(b)(4), which states an 6 attorney may withdraw from representing a client if the client "renders it unreasonably difficult 7 for the lawyer to carry out the representation effectively." Because the Court finds this reason 8 alone is sufficient to grant the Motion to Withdraw, the Court does not address the parties' 9 separate arguments as to the breach of an agreement between lawyer and client by Kelli Grande. 10 See, e.g., *Sewell v. Franklin Credit Mgmt. Corp.*, No. 2:24-CV-01788-TLN-SCR, 2024 WL 11 3917154, at *1 (E.D. Cal. Aug. 23, 2024) (granting motion to withdraw based on California Rule 12 of Professional Conduct 1.16(b)(4)). Finally, while the Court acknowledges withdrawal at this 13 stage of the proceedings may result in some delay, the Court finds this factor alone does not 14 warrant denying Plaintiff's counsel's motion under these circumstances. 15 For the foregoing reasons, the Motion to Withdraw (ECF No. 27) is GRANTED. The 16 Clerk of Court shall reflect

this on the court's docket and update Plaintiff's address as provided in 17 counsel's Motion to Withdraw. (ECF No. 27 at 4.) The case is referred to the assigned 18 magistrate judge for future proceedings under Local Rule 302(c)(21). 19 IT IS SO ORDERED. 20 Date: August 28, 2025 21 22 23 24 25 26 27 28