

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.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	August 28, 2025
DOCKET	2:24-cv-01124-TLN-CKD
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff's counsel moved to withdraw from representation. Defendant opposed the motion, and the court granted it.
STANDARD OF REVIEW	The decision whether to grant or deny a motion to withdraw is reviewed under the court's discretion.
PRECEDENTIAL VALUE	unpublished
PARTIES	Joni M. Roth v. AIG, Corebridge Financial, Inc.

TOPICS

civil procedure

PRACTICE AREAS

civil procedure insurance

QUESTIONS PRESENTED

- Whether Plaintiff's counsel satisfied the notice, address, and other requirements for withdrawal under Eastern District of California Local Rule 182(d).

2. Whether counsel established sufficient good cause for withdrawal under California Rule of Professional Conduct 1.16(b)(4).
3. Whether potential delay or prejudice to the litigation required denial of the motion to withdraw.

HOLDINGS

1. Counsel satisfied Local Rule 182(d) by filing a declaration showing that Plaintiff was informed of the intent to withdraw and by providing Plaintiff's last known address.
2. Withdrawal was proper because Plaintiff rendered it unreasonably difficult for counsel to carry out the representation effectively, as provided by California Rule of Professional Conduct 1.16(b)(4).
3. The possibility of some delay from withdrawal did not, under the circumstances, warrant denying the motion.

KEY QUOTATIONS

"Because the Court finds this reason alone is sufficient to grant the Motion to Withdraw, the Court does not address the parties' separate arguments as to the breach of an agreement between lawyer and client by Kelli Grande." (at 2)

FACTUAL BACKGROUND

Plaintiff's counsel sought permission to withdraw on two independent grounds: an alleged breach of a material attorney-client agreement term and a breakdown in the attorney-client relationship that made effective representation unreasonably difficult. Counsel submitted a declaration stating that Plaintiff had been informed of the intended withdrawal and provided Plaintiff's last known address. Defendant objected based on alleged lack of notice, the asserted inadequacy of the withdrawal grounds, potential delay, and possible prejudice to the litigation.

PROCEDURAL HISTORY

The case was pending in the Eastern District of California after removal based on diversity jurisdiction. Plaintiff's counsel filed a noticed motion to withdraw, asserting that the attorney-client relationship had broken down and that the client had rendered representation unreasonably difficult. After considering Defendant's opposition and counsel's reply, the court granted the motion and referred the case to the assigned magistrate judge for future proceedings.

DISPOSITION

other

CASES CITED

- McNally v. Eye Dog Found. for the Blind, Inc., No. 09-cv-AWI-SKO-01174, 2011 WL 1087117, at *1 (E.D. Cal. Mar. 24, 2011)

- Deal v. Countrywide Home Loans, No. 09-cv-01643-SBA, 2010 WL 3702459, at *2 (N.D. Cal. Sept. 15, 2010)
- CE Res., Inc. v. Magellan Group, LLC, No. 08-cv-02999-MCE-KJM, 2009 WL 3367489, at *2 (E.D. Cal. Oct. 14, 2009)
- Beard v. Shuttermart of Cal., Inc., No. 07-cv-00594-WQH-NLS, 2008 WL 410694, at *2 (S.D. Cal. Feb. 13, 2008)
- Sewell v. Franklin Credit Mgmt. Corp., No. 2:24-CV-01788-TLN-SCR, 2024 WL 3917154, at *1 (E.D. Cal. Aug. 23, 2024)

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