

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
NEW YORK

Tactical Infrastructure S.A. v. Apex Energy Alternative Resources,
Inc., et al.

Tactical Infrastructure · No. 24-cv-2307 (JGK) (OTW) · Decided December 4, 2025

SUMMARY

The court grants defense counsel Daniel Singer’s renewed application to withdraw as counsel of record based on substantial unpaid fees and an irreconcilable attorney-client relationship. The court denies without prejudice the defendants’ request for an interim stay and requires defendant Robert Willoughby to attend a scheduled status conference, warning that nonattendance may result in a recommendation for default judgment. The court directs service of the order and termination of Singer as counsel on the docket.

CASE DETAILS

COURT	United States District Court for the Southern District of New York
WRITING FOR THE COURT	Ona T. Wang
JURISDICTION	United States District Court for the Southern District of New York
DECIDED	December 4, 2025
DOCKET	24-cv-2307 (JGK) (OTW)
DISPOSITION	other
PROCEDURAL POSTURE	Defendants' counsel moved to withdraw as attorney of record based on nonpayment of fees and sought an interim stay to permit Defendants to obtain new counsel. The court granted withdrawal, denied the interim stay without prejudice, and directed counsel to serve the order and file proof of service.
STANDARD OF REVIEW	District courts have considerable deference in deciding motions for attorney withdrawal; the court considers the reasons for withdrawal and the effect of withdrawal on the timing and posture of the proceeding.
PRECEDENTIAL VALUE	unpublished district court opinion

TOPICS

civil procedure

commercial litigation

attorney fees

commercial

PRACTICE AREAS

civil procedure

attorney withdrawal

commercial litigation

attorney fees

QUESTIONS PRESENTED

1. Whether defense counsel demonstrated satisfactory reasons and good cause to withdraw as attorney of record based on Defendants' nonpayment of fees and the resulting breakdown in the attorney-client relationship.
2. Whether Defendants were entitled to an interim stay of proceedings to obtain substitute counsel.

HOLDINGS

1. Counsel demonstrated good cause and satisfactory reasons for withdrawal where Defendants did not dispute nonpayment, the failure to pay made the attorney-client relationship irreconcilable, and trial was not imminent.
2. Local Civil Rule 1.4 does not require an attorney to accept a payment plan for unpaid fees.
3. The interim stay was denied without prejudice because Defendants had not yet shown sufficient good-faith efforts to retain new counsel.

KEY QUOTATIONS

“In determining the motion, the Court considers both the reasons for withdrawal and the impact of the withdrawal on the timing of the proceeding.” (Discussion)

“On balance, making and breaking a promise to pay is likely to make Defendants’ relationship with his attorney irreconcilable.” (Discussion)

FACTUAL BACKGROUND

Defendants owed their attorney, Daniel Singer, more than \$20,000 in unpaid fees. Singer was a solo practitioner and represented both Apex Energy Alternative Resources, Inc. and Robert Willoughby, who was sued individually as well as in his corporate capacity. Willoughby acknowledged the unpaid fees but opposed withdrawal and proposed an installment payment plan; trial was not imminent.

PROCEDURAL HISTORY

The court had previously denied counsel's withdrawal motion pending resolution of a privilege-log dispute and related fee applications. After Plaintiff produced a privilege log and counsel confirmed that he would not seek fees related to the motion to compel, counsel renewed his withdrawal application. Defendant Robert Willoughby opposed withdrawal and requested an installment payment plan. The court granted withdrawal for good cause, denied an interim stay without prejudice, and continued the scheduled status conference.

DISPOSITION

other

CASES CITED

- Farmer v. Hyde Your Eyes Optical, Inc., 60 F. Supp. 3d 441 (S.D.N.Y. 2014)
- Allen v. Krucial Staffing, LLC, No. 20-CV-2859 (JGK), 2022 WL 2106447, at *1 (S.D.N.Y. June 9, 2022)
- City of Almaty, Kazakhstan v. Sater, No. 19-CV-2645 (JGK), 2024 WL 1484051, at *1 (S.D.N.Y. Apr. 1, 2024)
- Whiting v. Lacara, 187 F.3d 317 (2d Cir. 1999)
- Spadola v. New York City Transit Auth., No. 00-CV-3262 (VM), 2002 WL 59423, at *1 (S.D.N.Y. Jan. 16, 2002)
- Wilson v. Pasquale's DaMarino's, Inc., No. 10-CV-2709 (PGG), 2018 WL 4761574, at *9 (S.D.N.Y. Sept. 30, 2018)
- In re Meyers, 120 B.R. 751 (Bankr. S.D.N.Y. 1990)
- Sec. Inv. Prot. Corp. v. Bernard L. Madoff Inv. Sec. LLC, 657 B.R. 382 (Bankr. S.D.N.Y. 2024)
- United States v. Stein, 488 F. Supp. 2d 370 (S.D.N.Y. 2007)