

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
CALIFORNIA

Rebecca Bamberger Works, LLC v. Bamberger

Bamberger · No. 24-CV-706 JLS (DDL) · Decided May 14, 2025

SUMMARY

The United States District Court for the Southern District of California denied without prejudice defense counsel’s motion to withdraw, finding insufficient cause and potential prejudice to the individual and entity defendants. The court struck Rebecca Bamberger’s motion to compel return of business materials because it was filed without obtaining a hearing date and did not comply with applicable local procedures. The court set a status conference for May 28, 2025, concerning enforcement of the parties’ settlement agreement.

CASE DETAILS

COURT	United States District Court for the Southern District of California
WRITING FOR THE COURT	Janis L. Sammartino
JURISDICTION	United States District Court for the Southern District of California
DECIDED	May 14, 2025
DOCKET	24-CV-706 JLS (DDL)
DISPOSITION	other
PROCEDURAL POSTURE	The court considered defense counsel's motion to withdraw and a defendant's motion to compel return of business materials under a settlement agreement retained for court enforcement.
STANDARD OF REVIEW	A motion to withdraw as counsel is reviewed under the trial court's discretion, considering the reasons for withdrawal, prejudice to other litigants, harm to the administration of justice, and potential delay.
PRECEDENTIAL VALUE	unpublished, nonprecedential district court order

TOPICS

- civil procedure
- contracts
- commercial litigation
- motions to dismiss

PRACTICE AREAS

- civil procedure
- commercial litigation
- contracts

QUESTIONS PRESENTED

1. Whether defense counsel established good cause for withdrawal when the represented defendants included corporate entities and the individual defendant sought to proceed on a motion potentially affecting the entities' interests.
2. Whether the motion to compel should be considered when it was filed without first obtaining a hearing date and without complying with the district's procedures for ex parte motions.

HOLDINGS

1. The court denied the motion to withdraw without prejudice because counsel had not shown good cause and withdrawal presented an appreciable risk of prejudice to the individual defendant and the corporate co-defendants.
2. The court struck the motion to compel because it was filed without first obtaining a hearing date and did not comply with the district's procedures for ex parte motions.

KEY QUOTATIONS

“Because allowing Ms. Bamberger to proceed on her Motion to Compel without counsel presents an appreciable risk of prejudice to Ms. Bamberger and her co-Defendants, the Court finds it reasonable to maintain the Firm as counsel for this matter, at least until the Court can assure itself of Ms. Bamberger’s intentions for enforcing the alleged violations of the settlement agreement.” (at 2)

“Accordingly, the Court DENIES WITHOUT PREJUDICE the Firm’s Motion to Withdraw (ECF No. 123) and STRIKES Ms. Bamberger’s Motion to Compel (ECF No. 124).” (at 3)

FACTUAL BACKGROUND

The parties entered a global settlement resolving their disputes, including a provision that allegedly required plaintiffs to return business materials such as digital and physical records and access to business email accounts. After several months without court intervention, Rebecca Bamberger asserted that plaintiffs had violated the settlement and sought to compel return of the materials. Her motion potentially implicated the interests of corporate co-defendants represented by the same firm.

PROCEDURAL HISTORY

The parties reached a global settlement, and the action was closed on January 6, 2025, with the court retaining jurisdiction to enforce the settlement. After a dispute arose, defense counsel moved to withdraw and Rebecca Bamberger moved to compel return of business materials. The court denied the withdrawal motion without prejudice, struck the motion to compel for failure to comply with local motion procedures, and set a status conference.

DISPOSITION

other

CASES CITED

- Beard v. Shuttermart of Cal., Inc., No. 07CV594WQH (NLS), 2008 WL 410694, at *2 (S.D. Cal. Feb. 13, 2008)
- Leatt Corp. v. Innovative Safety Tech., LLC, No. 09-CV-1301-IEG (POR), 2010 WL 444708, at *1 (S.D. Cal. Feb. 2, 2010)
- Reading Int'l, Inc. v. Malulani Grp., Ltd., 814 F.3d 1046, 1053 (9th Cir. 2016)
- Kashin v. Kent, No. 02CV2495-LAB (WMC), 2007 WL 1975435, at *1-*2 (S.D. Cal. Apr. 26, 2007), *aff'd*, 342 F. App'x 341 (9th Cir. 2009)

OPINION

1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 SOUTHERN DISTRICT OF
CALIFORNIA 10 11 REBECCA BAMBERGER WORKS, Case No.: 24-CV-706 JLS (DDL)
LLC d/b/a BAM COMMUNICATIONS, a 12 Delaware limited liability company; ORDER: 13
LLORENTE & CUENCA USA, INC., a Delaware corporation; and LLORENTE & (1)
DENYING THE FIRM'S 14 CUENCA MADRID S.L., a foreign MOTION TO WITHDRAW AS
15 corporation, COUNSEL, 16 Plaintiffs, (2) STRIKING MOTION TO 17 v. COMPEL, AND 18
REBECCA BAMBERGER, an individual; (3) SETTING STATUS RBW HOLDCO, INC., a
California 19 CONFERENCE corporation; BAM BY BIG LLC, a 20 California limited liability
company; and (ECF Nos. 123, 124) DOES 1 through 20, 21 Defendants.

22 23 24 REBECCA BAMBERGER, an individual; RBW HOLDCO, INC., a California 25
corporation; and BAM BY BIG LLC, a 26 California limited liability company, 27
Counterclaimants, 28 1 v. 2 REBECCA BAMBERGER WORKS, LLC d/b/a BAM
COMMUNICATIONS, a 3 Delaware limited liability company; 4 LLORENTE & CUENCA USA,
INC., a Delaware corporation; and LLORENTE & 5 CUENCA MADRID S.L., a foreign 6
corporation, 7 Counterdefendants 8 9 10 Presently before the Court is the Motion to Withdraw as
Counsel ("Mot. to 11 Withdraw," ECF No. 123) brought by Caldarelli Hejmanowski Page & Leer,
LLP 12 ("Firm"), who represents Defendants Rebecca Bamberger; RBW Holdco, Inc.; and BAM
13 by BIG LLC (collectively, "Clients").

Plaintiffs have filed no response to the Motion. 14 Also before the Court are Defendant Rebecca
Bamberger's Motion to Compel Return of 15 Business Materials ("Mot. to Compel," ECF No.
124) and Memorandum of Points and 16 Authorities in support thereof ("Compel Mem.," ECF No.
124-1). 17 This case was closed on January 6, 2025, when the Parties reached a global 18
settlement agreement resolving their disputes.

See ECF No. 120. At the Parties' request, 19 the Court retained jurisdiction over enforcement of
the settlement agreement. *Id.* For four 20 months, no Court intervention was necessary. See
generally Docket. But a dispute has 21 arisen over the settlement agreement that has drawn the
Court back in. 22 On May 8, 2025, the Firm representing Defendants filed a Motion to Withdraw

23 indicating that, earlier that day, Defendant Ms. Bamberger “individually and on behalf of 24 Defendants RBW Holdco, Inc. and BAM by BIG, LLC, knowingly and freely agreed to 25 the termination of representation in this case and the filing of the motion.” Mot. to 26 Withdraw at 2.

The Firm represents that all requirements of Civil Local Rule 83.3(f)(3) 27 had been met. Id. 28 Then, on May 9, 2025, Ms. Bamberger filed a Motion to Compel Return of Business 1 Materials seeking to enforce a provision of the settlement agreement that she says Plaintiffs 2 have violated. Compel Mem. at 2. Specifically, Ms. Bamberger asserts that Plaintiffs, in 3 violation of the settlement agreement, have “failed to return essential digital and physical 4 business property, including the Google Drive account housing 15 years of contracts, 5 contacts, and client records, and access to business email accounts.” Id. at 1.

6 “An attorney may not withdraw as counsel except by leave of court, and the decision 7 to grant or deny counsel’s motion to withdraw is committed to the discretion of the trial 8 court.” *Beard v. Shuttermart of Cal., Inc.*, No. 07CV594WQH (NLS), 2008 WL 410694, 9 at *2 (S.D. Cal. Feb. 13, 2008) (alterations, citations, and internal quotation marks 10 omitted). “In ruling on a motion to withdraw as counsel, courts consider: (1) the reasons 11 why withdrawal is sought; (2) the prejudice withdrawal may cause to other litigants; (3) the 12 harm withdrawal might cause to the administration of justice; and (4) the degree to which 13 withdrawal will delay the resolution of the case.” *Leatt Corp. v. Innovative Safety Tech., 14 LLC*, No. 09-CV-1301-IEG (POR), 2010 WL 444708, at *1 (S.D.

Cal. Feb. 2, 2010) 15 (citing *Beard*, 2008 WL 410694, at *2). 16 Here, the Court finds that the Firm has not shown good cause to withdraw from 17 representation. Although the Firm states that it complied with Civil Local Rule 83.3(f)(3), 18 which requires service of the motion on the adverse party and on the moving firm’s client, 19 the Court is not convinced that the Firm explained to Ms. Bamberger the gravity of 20 proceeding in this case without representation.

Although Ms. Bamberger ostensibly brings 21 the Motion to Compel solely on behalf of herself in her individual capacity, she seeks the 22 return of “all business materials” still in the possession of Plaintiffs, thus potentially 23 implicating the interests of her co-Defendants, RBW Holdco, Inc. and BAM by BIG LLC. 24 Mot. at 1. But precedent is clear that, while individuals may represent themselves before 25 the Court pro se, “[a]ll other parties, including corporations, partnerships and other legal 26 entities, may appear in court only through an attorney permitted to practice pursuant to 27 Civil Local Rule 83.3.” S.D.

Cal. CivLR 83.3(j); see also *Reading Int’l, Inc. v. Malulani 28 Grp., Ltd.*, 814 F.3d 1046, 1053 (9th Cir. 2016) (“A corporation must be represented by 1 counsel.”). Because allowing Ms. Bamberger to proceed on her Motion to Compel without 2 counsel presents an appreciable risk of prejudice to Ms. Bamberger and her co-Defendants, 3 the Court finds it reasonable to maintain the

Firm as counsel for this matter, at least until 4 the Court can assure itself of Ms. Bamberger's intentions for enforcing the alleged 5 violations of the settlement agreement.

Accordingly, the Firm's Motion to Withdraw is 6 DENIED. 7 Further, because Ms. Bamberger's Motion to Compel was filed without having first 8 obtained a hearing date from chambers, in violation of Civil Local Rules 7.1(b) and 9 7.1(f)(1), the Court STRIKES the Motion for failure to comply with this district's Local 10 Rules. See *Kashin v. Kent*, No. 02CV2495-LAB (WMC), 2007 WL 1975435, at *1 11 (S.D.

Cal. Apr. 26, 2007), *aff'd*, 342 F. App'x 341 (9th Cir. 2009). Ms. Bamberger's 12 failure to comply with the Civil Local Rules is grounds to reject the filing. See *id.* at *2; 13 see also S.D. Cal. CivLR 83.1(a) (providing that failure to comply with the Civil Local 14 Rules "may be grounds for imposition by the Court of any and all sanctions authorized by 15 statute or rule or within the inherent power of the Court").

And, even assuming the Motion 16 to Compel properly could be brought *ex parte*—which, in the Court's view, it could not— 17 Ms. Bamberger additionally failed to follow the appropriate procedures for the filing of an 18 *ex parte* motion in this District. See S.D. Cal. CivLR 83.3(g)(2). 19 CONCLUSION 20 Accordingly, the Court DENIES WITHOUT PREJUDICE the Firm's Motion to 21 Withdraw (ECF No. 123) and STRIKES Ms. Bamberger's Motion to Compel (ECF 22 No. 124).

Further, in light of the apparent recent developments in this case, the Court 23 SETS a status conference before Magistrate Judge David D. Leshner for Wednesday, 24 May 28, 2025, at 3:00 p.m. by Zoom. 25 / / / 26 / / / 27 / / / 28 / / / 1 Appearances can be made using the following credentials: 2 Meeting ID: 160 283 7381 3 Passcode: 412978 4 Ms. Bamberger and the Firm will be free to renew their motions upon the conclusion 5 || of the status conference.

6 IT IS SO ORDERED. 7 \Dated: May 14, 2025 psi AL. brmonaitenue- 8 on. Janis L. Sammartino 9 United States District Judge 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28