

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
CALIFORNIA

Ewing v. Gitre

Ewing v. Gitre · No. 24-cv-1213-AGS-DDL · Decided May 16, 2025

OPINION

Ewing v. Gitre

PER CURIAM.

1 UNITED STATES DISTRICT COURT

2 SOUTHERN DISTRICT OF CALIFORNIA

3 Anton EWING, Case No.: 24-cv-1213-AGS-DDL 4 Plaintiff,

ORDER GRANTING IN PART

5 v. ATTORNEY’S MOTION TO

WITHDRAW AS COUNSEL (ECF 37)

6 Christopher GITRE, et al., 7 Defendants. 8 San Diego Biz Law attorney Riznyk moves to
“withdraw as counsel” for individual 9 defendant Christopher Gitre and corporate defendant
Relief Consultants, LLC. (See ECF 10 37.) 11 “An attorney may not withdraw as counsel except
by leave of court.” Indymac Fed. 12 Bank, F.S.B. v. McComic, No. 08-CV-1871-IEG WVG, 2010
WL 2000013, at *1 (S.D. 13 Cal. May 18, 2010). And, in this district, withdrawal motions “must
be served on the 14 adverse party and on the moving attorney’s client,” and the withdrawing
attorney must file 15 a “declaration pertaining to such service.” CivLR 83.3(f)(3). Courts also
assess “(1) the 16 reasons why withdrawal is sought; (2) the prejudice withdrawal may cause to
other 17 litigants; (3) the harm withdrawal might cause to the administration of justice; and (4) the
18 degree to which withdrawal will delay the resolution of the case. Indymac, 2010 WL 19
2000013, at *1. All factors favor withdrawal here. 20 Riznyk filed a declaration and proof of
service stating that he sent a copy of the 21 withdrawal request to “Defendants Christopher Gitre
and Relief Consultants, LLC” and to 22 the pro se “adverse party.” (ECF 37-1, at 3.) So he has
fulfilled the local rules requirement. 23 See CivLR 83.3(f)(3). Turning to the other factors, first,
Riznyk’s “reasons why withdrawal 24 is sought” are reasonable. See Indymac, 2010 WL 2000013,
at *1. There are “irreconcilable 25 differences and hostility between [Riznyk and] the
Defendants.” (ECF 37, at 3.) Allegedly, 26 among other things, the client “argues with [Riznyk’s]
determinations of legal strategy and 27 advice.” (Id. at 3.) Riznyk attests he “can no longer
represent” them because the 28 1 || “relationship” “is beyond any possibility of repair.” (ECF 37-1,
at 2.) 2 Next, there is minimal danger of prejudice to other litigants, no net harm to the 3
||administration of justice, and the withdrawal will not significantly delay this case’s 4 ||resolution.
See Indymac, 2010 WL 2000013, at *1. This “litigation is at a relatively nascent 5 || stage,” which

suggests that “there is no danger of prejudice.” See *Consumer Fin. Prot. 6 || Bureau v. Global Fin. Support, Inc.*, No. 3:15-CV-2440-GPC-WVG, 2019 WL 3068232, 7 at *2 (S.D. Cal. July 12, 2019). The same applies when counsel takes “reasonable steps to 8 || avoid reasonably foreseeable prejudice to the rights of the client, such as giving the client 9 || sufficient notice to permit the client to retain other counsel,” which Riznyk has offered to 10 See Cal. Rule of Prof. Conduct 1.16(d); (ECF 37, at 2). 11 That said, in this district, “corporations . . . may appear in court only through an 12 attorney.” CivLR 83.3(j). So corporate defendant Relief Consultants cannot defend itself 13 || without counsel. To that end, Riznyk offered to continue representing defendants for 14 || “fourteen days” to mitigate any harm to the defendants. (ECF 37, at 3.) But because of the 15 || increased risk to the corporate defendant, more time is warranted. As is often ordered in 16 district, Riznyk must instead give defendants 30 days to secure new representation. 17 || See, e.g., *Consumer*, 2019 WL 3068232, at *3 (giving corporate defendant 30 days to find 18 counsel); *Indymac*, 2010 WL 2000013, at *3 (same). 19 So the withdrawal request is GRANTED IN PART. Riznyk may terminate 20 representation no sooner than June 16, 2025. 21 Dated: May 16, 2025 23 Hon. Andrew G. Schopler United States District Judge 25 26 27 28