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September 20, 2022

VIA ECF

Hon. Jennifer L. Rochon
United States District Court for the Southern District of New York
500 Pearl Street, Room 1920
New York, NY 10007

Re: *Nanobebe US Inc. v. Mayborn (UK) Limited, et al.*, No. 1:21-cv-8444-GHW (S.D.N.Y.)

Dear Judge Rochon:

Pursuant to New York Rules of Professional Conduct 1.16(c)(1), (4), (5) and (7), Greenberg Traurig, LLP ("GT"), hereby urgently seeks through this letter motion to withdraw as counsel for Plaintiff, Nanobebe US Inc. ("Nanobebe"), and in support thereof states as follows:

1. GT seeks to withdraw as legal counsel for Nanobebe in this action, which is at a relatively early stage of the litigation, because Nanobebe has insisted and insists on taking action with which GT has a fundamental disagreement; because Nanobebe has refused to cooperate in the representation and otherwise made GT's representation unreasonably difficult; because of Nanobebe's failure and refusal to pay GT's fees (contrary to its obligation under its Engagement Letter with GT); and because GT believes that its withdrawal can be accomplished without any material adverse effect on Nanobebe's interests in this action. These considerations, individually and collectively, provide good cause for withdrawal, and are not resolvable despite extensive efforts and multiple discussions with Nanobebe. GT, therefore, believes that its withdrawal is necessary and appropriate. Additionally, GT's withdrawal should not cause a material delay in this case or delay of any trial (a date for which has not yet been set and is likely many months away).

2. Under the above-cited Rules, "a lawyer may withdraw from representing a client when: (1) withdrawal can be accomplished without material adverse effect on the interests of the client; . . . (4) the client insists upon taking action with which the lawyer has a fundamental disagreement; (5) the client deliberately disregards an agreement or obligation to the lawyer as to expenses or fees; . . . [or] (7) the client fails to cooperate in the representation or otherwise renders the representation unreasonably difficult for the lawyer to carry out employment effectively."

3. In an abundance of caution and pursuant to its duty of confidentiality and the attorney-client privilege, GT is not disclosing herein the underlying details for its request. GT may be able to provide certain details to the Court, *in camera*, should the Court request them.

4. Under the terms of Nanobebe's Engagement Letter with GT, dated October 10, 2021, GT may terminate its representation on ten days' written notice (which notice was delivered

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ADMIN 682093882v5

Hon. Jennifer L. Rochon

September 20, 2022

Page 2

to Nanobebe on September 10, 2022); and even if Nanobebe has not engaged substitute counsel within ten days from GT's notice of withdrawal, GT may nonetheless file withdrawal papers and terminate its representation. GT has engaged in multiple communications with Nanobebe regarding Nanobebe's failure to meet its obligations. GT has given Nanobebe notice that Nanobebe's failure to cure those failures would cause GT to withdraw. Nanobebe has not cured its failures in accordance with the terms of the Engagement Letter or committed to other arrangements deemed satisfactory to GT, thus leaving GT with no option but to withdraw from its representation of Nanobebe.

5. GT is not asserting a retaining or charging lien.

6. GT respectfully requests the Court's urgent attention to this request because, as discussed below, Nanobebe is required to submit its *Markman* brief in this case on or before October 3, 2022, and Nanobebe will require counsel to prepare and file such brief on its behalf.

7. A copy of this letter motion is being sent via email promptly upon filing to Nanobebe through its principals, and Nanobebe through its principals are being notified in writing of its right to object to the motion. A copy of this letter motion is also being served on Nanobebe's Registered Agent. Although GT has requested Nanobebe's consent for GT's withdrawal, Nanobebe has not advised GT as to its position as of the submission of this letter.

8. Nanobebe's last-known address is 1030 Jenkins Road, Suite A, Charleston, South Carolina 29407. GT understands that Nanobebe also has a place of business at 30 Tuval Street, Ramat Gan, Israel 5252242. A copy of this letter motion is being sent via hand-delivery to the Israel address.

9. GT's withdrawal as counsel will not have a material adverse effect on Nanobebe's interests in this case or otherwise cause any material delay (including of any trial). The next milestone is the October 3, 2022 deadline for Nanobebe to submit its responsive *Markman* brief. Accordingly, there is sufficient time for Nanobebe to retain replacement counsel to prepare and submit the *Markman* brief on its behalf. The only pending deadlines in the case (aside from dates for discovery responses under Fed. R. Civ. P. 34) are:

- October 3, 2022: Nanobebe's answering *Markman* brief deadline
- October 17, 2022: Defendants' reply *Markman* brief deadline

See Dkt. No. 47. Although permitting GT to withdraw as counsel for Nanobebe might affect these dates while Nanobebe retains new counsel and new counsel learns the case, any extension of time, if allowed, at this early stage of the case should not delay the trial of this case.

10. GT recognizes that, as a corporation, Nanobebe cannot appear without counsel. Accordingly, GT requests that the Court allow Nanobebe at least thirty days from the date the Court grants this letter motion (assuming it does) to retain new counsel and have that counsel learn the case. GT will assist with a smooth transition of the files to Nanobebe or its new counsel of choice.

Hon. Jennifer L. Rochon
September 20, 2022
Page 3

For the foregoing reasons, GT respectfully requests that it be permitted to withdraw as counsel in this matter, and that Nanobebe be allowed at least thirty days from the date the Court grants this letter motion (assuming it does) to obtain replacement counsel in this matter.

Respectfully Submitted,

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CC: all counsel of record via ECF
Nanobebe US Inc. via email and hand delivery