UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

Case No.: 1:24-cv-21226-RUIZ/TORRES

DR. EDWIN A. HERNANDEZ, and EGLA CORP.,

JURY TRIAL DEMANDED

Plaintiffs,

v.

STINGRAY GROUP INC. f/k/a STINGRAY DIGITAL GROUP, INC., STINGRAY MUSIC USA, INC., MOOD MEDIA LLC f/k/a MOOD MEDIA CORPORATION, AT&T ENTERPRISES, LLC f/k/a AT&T Corp., MILLICOM INTERNATIONAL SERVICES, LLC, BLUE STREAM COMMUNICATIONS, LLC dba BLUE STREAM FIBER, and DOES 1-100,

Defendants.
_____/

MOTION FOR LEAVE TO WITHDRAW AS COUNSEL FOR PLAINTIFFS DR. EDWIN A. HERNANDEZ AND EGLA CORP. AND INCORPORATED MEMORANDUM OF LAW IN SUPPORT THEREOF

EXHIBIT
1024

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I. INTRODUCTION

Jeffer Mangels Butler & Mitchell LLP, together with its attorneys, Stanley M. Gibson, Gregory S. Cordrey, Lena Streisand and Celine Ohanian; and GrayRobinson, P.A., together with its attorneys, Elio F. Martinez Jr. and Francesca Russo (collectively, "Counsel"), respectfully move this Court for leave to withdraw as attorneys of record for Plaintiffs pursuant to Rule 4-1.16(b) of the Rules Regulating the Florida Bar because Plaintiffs insist upon taking action that Counsel considers imprudent and with which Counsel has a fundamental disagreement. *See* Fla. Bar Rule 4-1.16. For example:

- On May 23, 2025, Plaintiffs' damages expert abruptly terminated his engagement without notice and it is too late for Plaintiffs to find another damages expert;
- Plaintiffs will not provide Counsel with dates for their depositions, despite Counsel's repeated requests;
- Plaintiffs will not pay the mediator's fee for the Court-ordered mediation scheduled in this case; and
- On May 26, 2025, Plaintiffs acknowledged that they cannot pay Counsel's bills, including past and current.

With fact and expert discovery scheduled for completion by July 8, mediation scheduled for June 25, and trial set for October 6, substantial resources are required to meet Court-mandated deadlines. The simultaneous termination of Plaintiffs' damages expert, Plaintiffs' refusal to provide deposition dates and pay mediation fees, and Plaintiffs' inability to pay past due or future expenses has created an impossible situation where continued representation would violate Counsel's professional obligations and risk inadequate service to the client. Accordingly, Counsel seeks this Court's permission to withdraw as Plaintiffs' counsel to prevent further prejudice to all parties and allow Plaintiffs adequate time to secure substitute counsel who can effectively prosecute this case.

Pursuant to Local Rule 11.1(d)(3)(A), Counsel has provided proper notice of this Motion to Withdraw to the client and opposing counsel. Notice was transmitted by email and telephonically on May 27-28, 2025, in compliance with the local rules. Counsel also sent the client a copy of this Motion on May 28, 2025. Counsel has not received a response from the client indicating whether or not the client opposes this Motion. Counsel for Stingray Group, Inc., Stingray Music USA, Inc., Millicom International Services, LLC, Blue Stream Communications, LLC, and AT&T Enterprises LLC do not oppose this Motion. Mood Media LLC f/k/a Mood Media Corporation represented that it opposes this Motion.

II. GOOD CAUSE EXISTS FOR WITHDRAWAL

Good cause exists for this motion under Rule 4-1.16(b)(2) of the Rules Regulating the Florida Bar, because Plaintiffs "insist[] upon taking action that [Counsel] considers . . . imprudent, [and] with which the lawyer has a fundamental disagreement," which is grounds for withdrawal.

A. Irreconcilable Differences Have Arisen Between Plaintiffs and Plaintiffs' Damages Expert

First, on May 23, 2025, Plaintiffs' damages expert, Walter Bratic, resigned without notice, effective immediately. Given the upcoming deadlines in this case, it is too late for Plaintiffs to find and engage another damages expert. Mr. Bratic's resignation has severely prejudiced Plaintiffs' ability to the meet the Court's deadlines and effectively prosecute this case. Further, as Plaintiffs in this case, Counsel believes it is fundamentally imprudent to move forward without a damages expert.

B. Plaintiffs Have Not Provided Dates for their Depositions

Second, Plaintiffs have not provided Counsel with dates for their depositions. Despite being provided notices of deposition and requests for available deposition dates, along with follow-up requests for deposition dates, Plaintiffs have not provided dates for their depositions. Counsel

believes this refusal to be imprudent considering the Court-mandated discovery cut-off is July 8 and the parties have numerous depositions to complete in the next month, including depositions of all five Defendants, certain individual employees of the Defendants, third parties, and each party's experts. Despite this, Counsel's efforts have been fruitless, and Counsel fears it has no way of meeting the Court's deadlines.

C. Plaintiffs Have Still Not Paid the Mediator's Fees for Court-Ordered Mediation

Third, despite numerous notifications and requests from the mediator and Counsel, the fees remain unpaid. Mediation is currently scheduled for June 25 and the parties must complete mediation and submit a report to the Court by July 10. Counsel fundamentally disagrees with Plaintiffs' refusal to pay, especially considering this refusal puts Counsel in the untenable position of not being able to comply with a Court order.

D. Plaintiffs Cannot Pay Counsel's Fees

Fourth, Plaintiffs are unable to pay Counsel's fees. As the Court is aware, there are five corporate defendants in this case who are aggressively pursuing discovery, as is their right. The Parties have already sought Court intervention twice over discovery disputes in this case. Finally, depositions are beginning this week, which create a significant cost burden on Counsel. Following the discovery period, costs and fees are only likely to increase as the required work increases through trial and with post-trial motions thereafter. In addition to fees and expenses related to fact and expert depositions, including transcription fees, travel and lodging, both lead and local counsel will be expected to expend a substantial amount of work during this time and in connection with pretrial disclosures, trial preparation, and trial. It is unreasonably difficult for Counsel to shoulder these costs and fees without being paid, especially considering Counsel's bills are already past due and are not insignificant.

Finally, despite numerous requests, Plaintiffs have not paid local counsel's (GrayRobinson, P.A.) fees for several months. As a result of the unpaid fees, GrayRobinson, P.A. has indicated that it cannot continue to serve as local counsel without payment of its past due invoices. Pursuant to the Local Rules for the Southern District, lead counsel from Jeffer Mangels Butler & Mitchell LLP cannot represent the Plaintiffs before this Court without local counsel, especially considering Counsel is admitted *pro hac vice* and lacks the ability to file anything with the court on its own.

Plaintiffs' failure to pay their past due bills and admitted continued inability to pay legal fees constitutes breach of Plaintiffs' contract with Counsel and is alone grounds for withdrawal. *See* Rule 4-1.16(b)(3) (withdrawal permitted when "the client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled."); Rule 4-1.16(b)(4) (withdrawal permitted when representation "will result in an unreasonable financial burden on the lawyer."); *Energy Lighting Management, LLC v. Kinder,* 363 F.Supp.2d 1331 (M.D. Fla. Feb. 18, 2005) (granting withdrawal for nonpayment of fees); *Global Tech LED, LLC v. HiLumz International Corp.*, Case No. 15-cv-00553-JES-CM, Dkt. 121 (M.D. Fla. June 30, 2017) (same). Under these circumstances, Counsel has concluded that it would be unreasonably difficult for the firms to continue to represent Plaintiffs in this litigation.

IV. <u>REQUEST FOR SHORT CONTINUANCE</u>

To minimize disruption to the case schedule, Counsel respectfully suggests granting a reasonable continuance of 30 days to allow Plaintiffs time to secure substitute counsel and familiarize them with the case. Plaintiffs have been advised of the need to secure substitute counsel and have been provided reasonable time to do so. The legal issues in this case, while complex, can be handled by competent counsel with adequate time for preparation.

While a short delay will result here, that delay must be balanced against Counsel's ethical obligations and the impracticality of continuing representation without compensation or funding for necessary expenses. Continuing representation under these circumstances would compromise Counsel's professional obligation to competently represent Plaintiffs. Counsel will take all steps reasonably practicable to protect Plaintiffs' interests upon withdrawal, including, providing reasonable notice to allow employment of substitute counsel, transferring case files and materials to successor counsel, and cooperating in the transition to ensure continuity of representation.

V. ALTERNATIVE CONTACT INFORMATION

Until Plaintiffs retain substitute counsel, all notices, pleadings, and correspondence should be directed to Dr. Edwin A. Hernandez by mail at 4890 NW 101st Avenue, Coral Springs, Florida, 33076, or by email at edwinhm@gmail.com and edwinhm@eglacorp.com.

VI. CONCLUSION

For the foregoing reasons, (1) Jeffer Mangels Butler & Mitchell LLP, and its attorneys, Stanley M. Gibson, Gregory S, Cordrey, Lena Streisand and Celine Ohanian; and GrayRobinson, P.A., together with its attorneys, Elio F. Martinez Jr. and Francesca Russo, respectfully request the entry of an order granting this Motion to Withdraw and allowing the law firms and their attorneys to withdraw as counsel in this proceeding, (2) grant a 30-day continuance of all pending deadlines to allow Plaintiffs time to secure substitute counsel, and (3) for such other and further relief as the Court deems just and proper.

[Signatures Appear on Next Page]

DATED: May 28, 2025

Respectfully submitted,

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Counsel for Plaintiffs Dr. Edwin A. Hernandez and EGLA CORP.

CERTIFICATE OF SERVICE

I hereby certify that on May 28, 2025, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties either via transmission of Notice of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

/s/ *Elio F. Martinez, Jr.*
Elio F. Martinez, Jr.

SERVICE LIST

Allison Nicole Henry, Esq. Jorge Alejandro Mestre, Esq. **Rivero Mestre** 2525 Ponce De Leon Blvd., Suite 1000 Miami, FL 33134 Tel: 305-445-2500 Email: ahenry@riveromestre.com Email: jmestre@riveromestre.com ***VIA CM/ECF*** *Counsel for Defendant Stingray Digital Group Inc. and Millicom International Services, LLC* Amir H. Alavi, Esq. Demetrios Anaipakos, Esq. Michael McBride, Esq. Steven Jugle, Esq. **Alavi & Anaipakos PLLC** 609 Main Street, Suite 3200 Houston, TX 77002 Tel: 713- 751-2632 Email: aalavi@aatriallaw.com Email: danaipakos@aatriallaw.com Email: mmcbride@aatriallaw.com Email: sjugle@aatrialllaw.com ***VIA CM/ECF*** *Counsel for Defendant Stingray Digital Group Inc.*	David C. Banker, Esq. **Bush Ross Gardner Warren & Rudy** 220 South Franklin Street PO Box 3913 Tampa, FL 33601-3913 Tel: 813-224-9255/Fax: 813-223-9620 Email: dbanker@bushross.com ***VIA CM/ECF*** Jonathan Tuminaro, Esq. Michael Specht, Esq. Uma Everett, Esq. **Sterne Kessler Goldstein & Fox PLLC** 1101 K Street NE, 10th Floor Washington, DC 20005 Tel: 202-371-2600 Email: jtuminar@sternekessler.com Email: mspecht@sternekessler.com Email: ueverett@sternekessler.com ***VIA CM/ECF*** *Counsel for Mood Media Corporation*
Harvey W. Gurland , Jr., Esq. **Duane Morris** 201 S Biscayne Boulevard, Suite 3400 Miami, FL 33131 Tel; 305-960-2214/Fax: 305-397-1874 Email: hwgurland@duanemorris.com Alice E. Snedeker, Esq. Matthew Sean Yungwirth, Esq. **Duane Morris LLP** 1075 Peachtree Street NE, Suite 1700 Atlanta, GA 30309 404.253.6900 Email: aesnedeker@duanemorris.com Email: MSYungwirth@duanemorris.com ***VIA CM/ECF***, *Counsel for AT&T Enterprises, LLC, f/k/a AT&T Corp.*	Via U.S.Mail Dr. Edwin A. Hernandez 4890 NW 101st Avenue Coral Springs, Florida, 33076 Via E-Mail: (edwinhm@gmail.com and edwcorp.com)

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Defendants.
_____/

[PROPOSED]

ORDER GRANTING MOTION FOR LEAVE TO WITHDRAW AS COUNSEL FOR PLAINTIFFS DR. EDWIN A. HERNANDEZ AND EGLA CORP.

THIS CAUSE came before this Court on Plaintiffs' attorneys, Stanley M. Gibson, Gregory S. Cordrey, Lena Streisand and Celine Ohanian of Jeffer Mangels Butler & Mitchell LLP, and Elio F. Martinez Jr. and Francesca Russo of GrayRobinson, P.A., Motion for Leave to Withdraw as Counsel (the "Motion"). Being fully advised, the Court hereby **ORDERS** as follows:

1. The Motion is **GRANTED.** Stanley M. Gibson, Gregory S. Cordrey, Lena Streisand, Celine Ohanian and the law firm of Jeffer Mangels Butler & Mitchell LLP, Elio F.

Martinez Jr. and Francesca Russo, and the law firm of GrayRobinson, P.A., are deemed withdrawn as counsel of record for the Plaintiffs, Dr. Edwin A. Hernandez and EGLA Corp., and are relieved of further responsibility in this case.

2. The Clerk is directed to remove Mr. Gibson, Mr. Cordrey, Mrs. Streisand, Ms. Ohanian, Mr. Martinez, and Ms. Russo from the CM/ECF service list of this case.

3. The deadlines in this case are continued by 30 days to permit Plaintiffs time to secure new counsel.

DONE AND ORDERED in Miami, Florida, this _____ day of _____, 2025.

_____

Judge Rodolfo A. Ruiz II
United States District Judge

c.c. *Counsel of Record (CM/ECF); and*
Dr. Edwin A. Hernandez
4890 NW 101st Avenue
Coral Springs, FLA 33076 (via U.S. Mail)