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FILED

AUG 16 2019

**RACHELLE L. HARZ
J.S.C.**

JULIA VANNORSDEL and
DAKE VANNORSDEL,

Plaintiffs,

vs.

C.R. BARD, INC., BARD MEDICAL
DIVISION, a Division of C.R. Bard, Inc.,
BARD UROLOGICAL DIVISION, a
Division of Bard Medical Division, AND
JOHN DOES 1-20,

Defendants.

:
: SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION - BERGEN COUNTY
: DOCKET NO. BER-L-10565-15 MCL
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:
:

Civil Action

: BARD Litigation, Case No. 292
:
:
:

: **ORDER DISCHARGING MAZIE**
: **SLATER KATZ & FREEMAN, LLC**
: **AS COUNSEL FOR PLAINTIFFS**
:
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THIS MATTER having been opened to the Court by Mazie Slater Katz & Freeman, LLC, attorneys for plaintiffs, on notice to plaintiffs, Melissa Geist, Esq. and Joseph Petrosinelli, Esq., attorneys for defendants, seeking an Order discharging Mazie Slater Katz & Freeman, LLC as counsel for plaintiffs, and the Court having considered the moving papers and any opposition filed hereto, and the argument of counsel, and for good cause shown;

IT IS on this 16 day of August, 2019;

ORDERED that Mazie Slater Katz & Freeman, LLC is hereby discharged as counsel for plaintiffs, who shall proceed pro se unless and until they retain new counsel; and it is further

ORDERED that a copy of this Order shall be served upon all counsel of record and plaintiffs within five (5) days of the date hereof.

Rachelle L Harz

HON. RACHELLE L. HARZ, J.S.C.

Opposed
 Unopposed

See Attached Rider

RIDER
BER-L-10565-15 MCL
VANNORSDEL V. C.R. BARD

Before this court is the motion of plaintiffs' counsel, Adam M. Slater Esq., of Mazie Slater Katz & Freeman, LLC seeking an order of this court to be discharged as counsel for plaintiffs. This court has reviewed the confidential in-camera certification submitted by Mr. Slater in support of the motion. Plaintiffs Julia Vannorsdel and Dake Vannorsdel (the Vannorsdels) have submitted substantial opposition in the form of a six-page letter, together with exhibits A through Y, the contents of which this court has thoroughly considered.

Upon review of the parties' submissions, it is evident to this court that there has been a breakdown in the attorney-client relationship between Mr. Slater and the Vannorsdels. Mr. Slater finds himself in a situation where he and his firm can no longer effectively represent them. Accordingly, the requested relief is GRANTED.

The Vannorsdels have suggested to this court that if Mr. Slater believes he cannot represent them at this point, "then his firm needs to find someone within their practice to honor their commitment to the individuals they are contracted to represent." This court has been provided with a copy of the relevant retainer agreement. Paragraph eight of this agreement has a provision wherein Mazie Slater Katz & Freeman, LLC have the unilateral right to withdraw as counsel if the firm deems the case to not be cost effective. Given the position of the Vannorsdels regarding the settlement and litigation of their case, the Mazie law firm has at this juncture deemed this case to not be cost-effective. However, this is neither the sole, nor most compelling reason for which the law firm seeks to be discharged.

There is nothing in this retainer agreement, or precedential case law or statute that would require the Mazie law firm to find an attorney to represent plaintiffs in this litigation. This court notes that the Vannorsdels are concerned about the statute of limitations by virtue of the Mazie law firm no longer being their counsel. This court wishes to advise the Vannorsdels that there is no statute of limitations issue raised by virtue of their now being pro se or by retaining new counsel if they so choose.

The Vannorsdels shall proceed pro se in this matter until such time as there is a formal substitution of attorney by new counsel.

Based on the foregoing, the requested relief is GRANTED. Mazie Slater Katz & Freeman, LLC is hereby discharged as counsel for plaintiffs, who shall proceed pro se unless and until they retain new counsel.