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9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**
11 **SAN JOSE DIVISION**

12
13 KONDA TECHNOLOGIES, INC., a
California corporation,
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15 Plaintiff,
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17 v.
18 FLEX LOGIX TECHNOLOGIES, INC., a
Delaware corporation, *et al.*,
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20 Defendants.
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Case Number: 5:18-cv-07581-LHK

**DECLARATION OF NITTOJ P. SINGH
IN SUPPORT OF MOTION TO
WITHDRAW AS COUNSEL FOR
PLAINTIFF KONDA TECHNOLOGIES,
INC.**

Judge: Hon. Lucy H. Koh
Court: 8, 4th Floor

1 I, Nitoj P. Singh, declare:

2 1. I am a Partner with the Dhillon Law Group Inc. (“DLG”), counsel of record for
3 Plaintiff Konda Technologies, Inc. (“Konda Tech”). I have personal knowledge of the facts stated
4 herein. If called upon to testify, I could and would testify competently thereto.

5 2. As this Declaration is in support of DLG’s motion to be relieved as counsel of record
6 for a client, I will disclose what I believe is the minimum information necessary for this motion and
7 the Court’s information while, at the same time, respecting and maintaining the attorney-client
8 confidences shared between DLG and Konda Tech. If this Court wishes more information from our
9 firm, I am happy to provide it for an *in camera* review by this Court. Nothing set forth in this
10 Declaration is intended to waive, in any way, the attorney-client privilege between DLG and Konda
11 Tech.

12 3. On March 4, 2019, DLG advised Konda Tech in writing that should it not retain new
13 counsel to substitute in as lead counsel by March 22, 2019, DLG would be moving to withdraw as
14 counsel.

15 4. Konda Tech has been, and remains in, material breach of its engagement agreement
16 with DLG, and has not cured that breach after receiving notice of the breach.

17 5. On March 25, 2019, I notified the Court and Defendants’ counsel that DLG intended
18 to move to withdraw as counsel.

19 6. I advised Konda Tech that it needs counsel should it wish to continue to litigate this
20 matter following DLG’s withdrawal.

21 7. Konda Tech consents to this Motion, while disputing it materially breached its
22 engagement agreement with DLG.

23 8. The parties’ differences of opinion on engagement and strategy, including this Motion,
24 has rendered it unreasonably difficult for DLG to carry out its representation effectively. Given these
25 and other issues, there has been an irreconcilable breakdown of the attorney-client relationship.

26 9. A copy of this Motion will be provided to Konda Tech by email upon filing.

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: March 26, 2019

By: Nitoj P. Singh
Nitoj P. Singh