UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

LIZA GARDNER, Plaintiff, v. SEAN COMBS, et al. Defendants.	Case No. 24-CV-07729

DECLARATION OF MICHAEL TREMONTE IN SUPPORT OF SHER TREMONTE LLP'S MOTION TO WITHDRAW AS COUNSEL

I, Michael Tremonte, Esq., an attorney duly admitted in the State of New York and admitted *pro hac vice* to appear as counsel for Mr. Combs in the District of New Jersey, affirm under penalties of perjury as follows:

1. I am a partner at the law firm of Sher Tremonte LLP ("Sher Tremonte" or the "Firm") and am counsel of record for Plaintiff Sean Combs ("Plaintiff" or "Mr. Combs") in this matter, along with my colleagues Yonatan Y. Jacobs, Esq., Erica Wolff, Esq. and Katie Renzler, Esq. I am fully familiar with the facts and circumstances regarding this motion and the underlying action.

2. I respectfully submit this affirmation in support of Sher Tremonte's motion for all Sher Tremonte lawyers to withdraw as counsel for Mr. Combs pursuant to Rule 102.1 of the Local Civil Rules of the United States District Court for the District of New Jersey.

3. I also respectfully request a 30-day stay of any pending deadlines, including any operative deadlines in the June 9, 2026 scheduling order regarding fact discovery, ECF No. 118, to allow Mr. Combs sufficient time to obtain new counsel.

4. Sher Tremonte, and each of its individual lawyers who have appeared in this action, seeks an order to be relieved as counsel for Mr. Combs pursuant to Local Rule 102.1 and based upon the professional circumstances described in Rule 1.16(c)(1), (5), and (6) of New Jersey Rules of Professional Conduct because (1) Mr. Combs has not paid a substantial balance of attorney's fees, costs, and expenses; and (2) Sher Tremonte's representation has been rendered unreasonably difficult by Mr. Combs's lack of cooperation and communication, resulting in a breakdown in the attorney-client relationship.

5. The New Jersey Rules of Professional Conduct permit a lawyer to withdraw as counsel, with the Court's permission, when *inter alia* the "withdrawal can be accomplished without material adverse effect on the interests of the client," N.J. Rules of Pro. Conduct 1.16(c)(1), 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," *id.* at Rule 1.16(c)(5), or the "the representation will result in an unreasonable financial burden on the lawyer or has been rendered

unreasonably difficult by the client," *id.* at Rule 1.16(c)(6). All of these conditions are present here.

6. First, Mr. Combs is in substantial arrears in paying Sher Tremonte's legal fees. For many months, while Sher Tremonte has been rendering legal services, Mr. Combs has not remitted any payment for the substantial balance of attorney's fees, costs, and expenses incurred during Sher Tremonte's representation of him in this matter. *See Liberty Mut. Ins. Co. v. Yip*, No. CV 20-3641-SDW-AME, 2021 WL 4206299, at *2–3 (D.N.J. Sept. 16, 2021) (granting motion to withdraw as counsel where client had not paid any amount towards counsel's outstanding balance "despite receiving express warnings that [counsel] cannot continue to represent him without being paid").

7. More specifically, Mr. Combs has not paid Sher Tremonte anything for over six months and his last payment related to fees and expenses that were incurred in late 2025. Accordingly, a substantial portion of the total overdue balance consists of invoices that are over 90 days in arrears. Should the Court wish to consider additional information regarding these unpaid fees and expenses, Sher Tremonte will make such information available to the Court for *in camera* review.

8. Given the volume of work across this and numerous other cases, the magnitude of the past due balances, and the absence of any payments for over six

months, the continued representation of Mr. Combs would necessarily result in an unreasonable financial burden on Sher Tremonte.

9. In addition to Mr. Combs's refusal to pay in accordance with the express terms of his agreement to do so, there has been a total breakdown in cooperation and communication between Mr. Combs and the Firm. Mr. Combs has declined to make himself available for timely, substantive, and direct communications about his cases for over four months. The Firm's representation has been rendered unreasonably difficult by Mr. Combs's lack of cooperation, resulting in a breakdown in attorney-client communications and rendering Sher Tremonte incapable of continuing to provide effective legal services to Mr. Combs. *See Dawson v. FedEx Freight, Inc.*, No. CV 22-01239, 2025 WL 2675814, at * 2 (D.N.J. Sept. 18, 2025) (granting motion to withdraw upon "breakdown of communication" between client and counsel, "such that [counsel] is unable to effectively represent" the client). Should the Court require further details concerning Mr. Combs's refusal to cooperate and the breakdown in attorney-client communications between Mr. Combs and the Firm, Sher Tremonte will make such information available to the Court for *in camera* review.

10. Finally, granting the application will not have a material adverse effect on the interests of Mr. Combs. The parties are in the early stages of discovery. Trial is not scheduled, and there are no hearings that would be delayed by the Firm's

withdrawal. Mr. Combs will not be prejudiced by the withdrawal. *See Open MRI and Imaging of RP Vestibular Diagnostics, P.A. v. Horizon Healthcare Services, Inc.*, No. CV 21-10991-WJM-AME, 2023 WL 7000842 (D.N.J. Feb. 10, 2023), at *2 (granting motion to withdraw as counsel where no final pretrial order was entered and no trial date had been set).

11. For the foregoing reasons, Sher Tremonte requests that the Court grant the instant motion to withdraw as counsel for Mr. Combs.

12. Mr. Combs has been notified on multiple occasions both by mail to Mr. Combs and through email to Mr. Combs's power of attorney that Sher Tremonte would seek to withdraw as counsel unless Sher Tremonte's legal fees were paid and Mr. Combs made himself available for timely, substantive, and direct communications about this case.

13. For example, Mr. Combs was notified by mail on September 3, 2026 (and Mr. Combs's power of attorney was notified on the same date by email) that counsel would seek to withdraw due to nonpayment of legal fees and a breakdown in attorney-client communications. Subsequently, Sher Tremonte again notified Mr. Combs by mail on September 11, 2026 (and Mr. Combs's power of attorney was notified on the same date by email) that counsel would seek to withdraw due to nonpayment of legal fees and a breakdown in attorney-client communications.

14. Mr. Combs will be provided a copy of these papers in their as-filed form.

15. Sher Tremonte respectfully requests that the Court grant the motion for leave to withdraw as counsel and stay all deadlines for 30 days to permit Mr. Combs to retain new counsel.

16. Pursuant to L. Civ. R. 7.1(d)(4), no memorandum of law is needed because this motion seeks leave to withdraw pursuant to L. Civ. R. 102.1 and presents no novel issue of law.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York
September 18, 2026

/s/ Michael Tremonte
Michael Tremonte