

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
DUBLIN DIVISION

U.S. DISTRICT COURT
AUGUSTA, GA.
2023 JUL 11 A 9:33
C. Adams
U.S. DISTRICT COURT

UNITED STATES OF AMERICA

v.

GLADYS HARUN

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CR 323-003

O R D E R

On July 13, 2022, Defendant Gladys Harun was charged in a seven-count Indictment for the offenses of false declaration, wire fraud, and money laundering. (United States v. Harun, Case No. 3:22-CR-009 (S.D. Ga. Jul. 13, 2022).) In February of 2023, Attorneys Teri L. Thompson and Mohammed S. Luwemba were substituted as defense counsel for Attorney Dale Robert Busbee.¹ At the time, Defendant Harun signed the Consent Order Granting Substitution of Attorney. (Id., Doc. No. 86.) Mr. Luwemba was admitted *pro hac vice*. (Id., Doc. No. 87.)

Defendant pled guilty to an Information in the captioned case on April 27, 2023. Both Mr. Luwemba and Ms. Thompson appeared on

¹ Mr. Busbee had replaced Defendant's original counsel, Attorney Jimmy Thomas Howell, Jr., in September of 2022. (Case No. 3:22-CR-009, Doc. No. 61.)

Defendant's behalf at the Rule 11 colloquy. Defendant is in custody and awaiting sentencing.

On July 7, 2023, Ms. Thompson filed a "Motion to Withdraw as Attorney of Record." (Doc. No. 10.) The request for withdrawal, however, is equivocal as to who is seeking withdrawal: Ms. Thompson, Mr. Luwemba, or both.² That aside, the motion does not provide any affirmative statement from Defendant herself respecting her intent and reasons therefor. Counsel simply states Defendant is terminating "his" services and is refusing to pay "him" as agreed. (Id. ¶¶ 4 & 5.)

First, Attorneys Thompson and Luwemba received the following "Notice to Retained Criminal Defense Attorneys" upon their entry into the case:

Retained criminal defense attorneys are expected to make financial arrangements satisfactory to themselves and sufficient to provide for representation of each defendant until the conclusion of the defendant's case. An attorney's appearance on behalf of a party constitutes an affirmative representation of the fulfillment of such expectation. . . . Ordinarily, a defendant's failure to pay sums owed for attorney's fees or counsel's failure to collect a sum sufficient to compensate for all services will not constitute good cause for withdrawal.

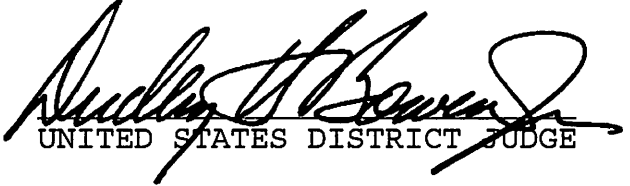
² While Ms. Thompson filed the motion, the motion itself speaks of Mr. Luwemba's representation by reference to "his services," "pay[ing] him," and "permitting him to withdraw." (Doc. No. 10.) Yet, the motion references both attorneys in the opening paragraph, stating that undersigned counsel file "*their* Motion to Withdraw as Attorneys of Record." (Id. (emphasis added).)

(Case No. 3:22-CR-009, Doc. No. 89.) Thus, the non-payment of fees cannot serve as justification for withdrawal.

Second, the Court will require something akin to irreconcilable differences to warrant defense counsel's release from the case at this late juncture. Here, the Court has no indication of the nature of the relationship between counsel and Defendant; as stated, there is no expression at all from Defendant.

In short, and upon the foregoing, the Court **DENIES** the motion to withdraw (doc. no. 10) because of the deficiencies noted above.

ORDER ENTERED at Augusta, Georgia, this 11th day of July, 2023.


UNITED STATES DISTRICT JUDGE