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NURIA SIERRA,

Plaintiff,

v.

JERSEY CITY EMPLOYMENT & TRAINING
PROGRAM, INC., SUDHAN THOMAS, ANGEL
SANTA, AND JOHN DOES 1-10
Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: HUDSON COUNTY

DOCKET NO: HUD-L-003111-19

CIVIL ACTION

**CERTIFICATION OF COUNSEL IN
SUPPORT OF MOTION TO BE
RELIEVED AS COUNSEL FOR
DEFENDANT, SUDHAN THOMAS**

I, **CHRISTOPHER D. ADAMS**, certify:

1. I am an Attorney-at-Law of the State of New Jersey and a Partner in the law firm of Greenbaum, Rowe, Smith & Davis LLP (“GRSD”), attorneys for Defendant, Sudhan Thomas (“Thomas”) in the above-captioned matter. As such, I have personal knowledge of the facts set forth below and make this certification in support of GRSD’s motion to withdraw as counsel for Thomas.
2. GRSD seeks to withdraw as counsel for Thomas due to (1) the failure to pay counsel fees and (2) a breakdown in communication.
3. On or about August 14, 2019, GRSD entered into an engagement agreement (the “Engagement Agreement”) with Thomas to represent him in the above-captioned matter.
4. Thomas provided a retainer of \$15,000.00 to represent him in the civil suit against him.

5. On or about September 20, 2019, GRSD entered into another engagement agreement to represent Thomas in an unrelated matter involving the Division of Criminal Justice (“DCJ”).

6. It was agreed that the retainer would be divided between the two engagements: \$10,000.00 allocated to the Division of Criminal Justice matter; \$5,000.00 allocated to this civil suit.

7. In both Engagement Agreements, the parties agreed as follows:

You may terminate your relationship with this firm at any time, for any reason. Conversely, we reserve the right to withdraw as your attorneys, but only after giving reasonable notice to you. Any such withdrawal would also be subject to the ethical restrictions imposed by the applicable Rules Governing the Courts of the State of New Jersey, our Rules of Professional Conduct and the additional requirements set forth in the Terms of Engagement. You shall still be obligated for the payment of fees for services rendered and expenses advanced on your behalf prior to any such termination or withdrawal and related to the transition to new counsel or to yourself. **You understand and agree that the firm may withdraw as your counsel in this matter if you default in any way on your fee or other obligations owing to the firm hereunder, or we learn that you have wrongfully withheld or misrepresented information that you knew or should have known was/is material to your representation.**

8. Thomas did not provide any additional money for GRSD to represent him throughout either the DCJ investigation or this civil suit.

9. On or about January 2, 2020, Thomas became the subject of a United States Attorney’s Office (“USAO”) investigation. Thomas retained GRSD to represent him throughout the USAO investigation, concurrently with the above-captioned matter and the DCJ investigation.

10. Thomas, again, did not provide any additional money for GRSD to represent him throughout the USAO investigation.

11. Thomas only paid GRSD the initial retainer payment to be represented as detailed above. That initial sum has already been spent, and work in the above-captioned matter is ongoing.

12. Thomas has also not paid GRSD for any of the work GRSD completed to represent him further in the DCJ or USAO investigations. The initial retainer Thomas paid to be represented in the above-captioned matter has already been earned.

13. To date, Thomas owes GRSD more than \$25,000, and that bill continues to grow each day.

14. There is no risk of prejudice to Mr. Thomas to allow counsel to be relieved at this early stage of the litigation, before any meaningful discovery has begun.

15. For the foregoing reasons, GRSD respectfully requests that it be relieved as counsel for Sudhan Thomas, pursuant to Rule 1:11-2.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I may be subject to punishment.



CHRISTOPHER D. ADAMS

Dated: January 17, 2020