

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

<b>UNITED STATES OF AMERICA,</b>	)	
	)	
<b>v.</b>	)	<b>CASE NOS: 21-CR-678 BAH</b>
	)	
<b>GREGORY LAMAR NIX.,</b>	)	
	)	
<b>Defendant.</b>	)	
	)	

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**RENEWED MOTION TO WITHDRAW**

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**COMES NOW**, Counsel for Defendant, Lindsey L. Davis, and files this Renewed Motion to Withdraw as Counsel for the Defendant. As grounds therefore, Counsel for Defendant respectfully states the following:

1. The Defendant retained the services of Alabama Divorce & Criminal Lawyers, LLC for representation in the above referenced case.
2. Undersigned Counsel is no longer employed by Alabama Divorce & Criminal Lawyers, LLC and has not been since February 17, 2023.
3. Counsel for Defendant has begun new employment and is no longer practicing criminal law. Continued representation in this matter poses a conflict with Counsel's employment and the same was communicated to the Defendant.
4. Pursuant to the District of Columbia Rules of Professional Conduct and District of Columbia Bar Association Ethics Opinion 273, notice was provided to the Defendant regarding Counsel's departure and the Defendant has elected to remain with Alabama Divorce & Criminal Lawyers, LLC for representation in this matter. The Defendant has communicated his termination of representation with undersigned Counsel by indicating his intent to remain with Alabama Divorce & Criminal Lawyers, LLC in light of Counsel's departure from the firm.
5. Undersigned Counsel has communicated her filing of this Motion to Withdraw with the Defendant. The Defendant is aware of, and consents to, undersigned Counsel's withdrawal from this matter.

6. It was represented to Counsel that additional counsel would be making a Pro Hac Vice Application for Admission and subsequent Notice of Appearance in this matter. No such application has been made to date, despite these representations being made to Counsel for Defendant prior to her providing notice of departure from her employment on February 2, 2023. Additional Counsel's delay is of no fault of undersigned Counsel. Undersigned Counsel should not be forced to remain as counsel for Defendant against Defendant's wishes and at undersigned Counsel's personal financial and professional expense due to additional counsel's delay.
7. It was represented to undersigned counsel that local counsel has contracted with Alabama Divorce & Criminal Lawyers regarding representation in this matter. Undersigned counsel believes that this poses a conflict between local counsel and undersigned counsel regarding their opposing interests.
8. Additional Counsel from Alabama Divorce & Criminal Lawyers, LLC and local counsel is aware of upcoming deadlines and the currently scheduled Sentencing date of June 2, 2023.
9. Undersigned counsel's continued representation would require undersigned to expend *personal funds* to represent the Defendant and for travel in this matter, of which severely prejudices undersigned counsel. Undersigned Counsel's continued representation will result in an unreasonable financial burden on undersigned as she is not retained and has been discharged by the Defendant. This matter requires significant time and attention, coupled with travel outside of undersigned Counsel's home jurisdiction.
10. Counsel for Defendant has not had access to the Defendant's case file since her employment with Alabama Divorce & Criminal Lawyers, LLC ended in February. Alabama Divorce & Criminal Lawyers, LLC retained the client file as they were retained for representation both before and after undersigned's Notice of Appearance in this matter and due to undersigned's employment ending, she has not had access since February 17, 2023.
11. Counsel's only contact with the Defendant since her employment ended was to verify that the Defendant was moving forward with other counsel. Defendant verified the same and undersigned Counsel has not had contact with the Defendant since.

12. Counsel's continued representation of the Defendant is prejudicial to the Defendant in that she does not have access to the client's file, nor does she have contact with the Defendant.
13. It is within the best interests of the parties, that counsel be withdrawn from this matter.

/s/ Lindsey Davis

LINDSEY DAVIS

Formerly of:

Alabama Divorce & Criminal Lawyers, LLC

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Birmingham, AL 35242

(205) 981-2450

### **CERTIFICATE OF SERVICE**

I hereby certify that on April 21, 2023 I electronically filed the foregoing with the Clerk of Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record identified on the attached service list in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notice of Electronic filing.

/s/ Lindsey Davis

LINDSEY DAVIS

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