

Paul T. Moxley (02342)

pmoxley@djplaw.com

Z. Ryan Pahnke (11146)

rpahnke@djplaw.com

DURHAM JONES & PINEGAR

111 East Broadway, Suite 900

Salt Lake City, Utah 84111

Telephone: (801) 415-3000

Facsimile: (801) 415-3500

Attorneys for Defendant, WAYNE LaMAR

PALMER, an individual

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH
CENTRAL DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

vs.

NATIONAL NOTE OF UTAH, LC, a Utah
Limited Liability Company and WAYNE
LaMAR PALMER, an individual,

Defendants.

**MOTION FOR WITHDRAWAL OF
COUNSEL**

Case No. 2:12-cv-00591-BSJ

The Honorable Bruce S. Jenkins

Pursuant to DUCivR 83-1.4, Paul T. Moxley and Z. Ryan Pahnke (“Counsel”), hereby move to withdraw as counsel for:

Client Name: Wayne LaMar Palmer

Address: 8816 South 2240 West

City, State, Zip: West Jordan, UT 84088

Telephone Number(s): (801) 580-7711

E-Mail Address: wlpalmer55@gmail.com

The reasons for withdrawal are as follows:

Wayne Palmer contacted counsel about representation in the case, explained that he had no assets to engage counsel but his relative would guarantee payment. Counsel explained a retainer and engagement letter would be required and counsel appeared in the case before receiving either because of the demands of the case. The promised retainer took longer than expected to be delivered but the check bounced on the basis of non-sufficient funds.

Counsel learned that the guarantor is a convicted felon who served a multiple year sentence. The relative covered the bad check after almost two months of broken promises.

Substantial work has been completed beyond the amount required by the retainer and chances of collecting additional money are slim.

Counsel does not believe the relative is a reliable guarantor, multiple promises have been broken and it would be a financial hardship on counsel to continue the representation under the circumstances. Recent communications with the guarantor have been through his criminal attorney and the situation has become strained.

No replacement guarantor has been offered and the engagement letter has never been signed by the guarantor.

The foregoing developments make continuing with the representation unreasonably difficult by the actions of the guarantor. The fundamental consideration for the engagement was the ability of the guarantor to perform and these facts demonstrate that he cannot.

In the event this motion is granted, client or new counsel for client must file a notice of appearance within twenty-one (21) days after entry of the order, unless otherwise ordered by the court. Pursuant to Utah DUCivR 83-1.3, no corporation, associated, partnership, limited liability company or other artificial entity may appear pro se, but must be represented by an attorney who is admitted to practice in this court.

This motion is made without the client's consent and I hereby certify that the client has been served with (i) a copy of this motion, (ii) and has been advised of the status of the case, including the dates and times of any scheduled court proceedings, pending compliance with any existing court orders, and the possibility of sanctions.

The undersigned certifies that no trial date is set.

DATED this 22nd day of April, 2014.

DURHAM JONES & PINEGAR

By: /s/ Paul T. Moxley
Paul T. Moxley
Z. Ryan Pahnke

Attorneys for Defendant Wayne LaMar Palmer

CERTIFICATE OF SERVICE

I hereby certify that I caused a true and correct copy of the foregoing **MOTION FOR WITHDRAWAL OF COUNSEL FOR DEFENDANT WAYNE LAMAR PALMER** to be served through the Court's CM/ECF system to all counsel of record in this matter.

I further certify that a true and correct copy of the foregoing has been served on the Defendant, Wayne LaMar Palmer, via email and postage-prepaid, United States Postal Service as follows:

WAYNE LAMAR PALMER
8816 SOUTH 2240 WEST
WEST JORDAN, UTAH 84088
wlpalmer55@gmail.com

DATED this 22nd day of April, 2014.

/s/ Carrie A. Watters