

U.S. DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

JEFFREY M. WILLETT,

Plaintiff,

vs.

U.S. DEPARTMENT OF STATE,

Michael R. Pompeo (Secretary of  
State), et al

Defendants

Case No.: 18-cv-01707-TSC

Notice to Court, Incorporating Opposition to Motion to Withdraw and  
Motion for CM/ECF User Name and Password

On April 1, 2021, this Court issued an improper Order violating not only DC Local Rules (LCvR), the Federal Rules of Civil Procedure (FRCP), and/or the DC Rules of Professional Conduct (RPC), but also Plaintiff's legal rights in this case. This Court then proceeded to demand certain "Notice" from Plaintiff on the threat of dismissing the above lawsuit if Plaintiff's response was not "timely" (i.e., on or before May 7). In order to preserve the record on appeal, and without waiving any rights, Plaintiff responds to said "Notice." Plaintiff also incorporates herein his Opposition to Wicks' Motion to Withdraw, per LCvR 83.6(c), as well as his Motion for CM/ECF User Name and Password, per LCvR 5.4(b)(2), until he has obtained replacement counsel.

Opposition to Motion to Withdraw

**I. WICKS' MOTION DOES NOT COMPLY WITH LCvR, FRCP, AND/OR RPC**

1. LCvR 1.1 states that DC Local rules supplement FRCP and "shall be construed in harmony therewith." Furthermore, LCvR 83.12(b) specifies that "All attorneys to whom these Rules apply shall be subject to the disciplinary jurisdiction of this Court for any alleged misconduct arising in connection with such proceeding," including referral to the Office of Bar Counsel to administer violations of the RPC (see LCvR 83.16(d)(3)).

Notice to Court- 1



2. For all the reasons stated below in ¶3-27, Wicks' Motion to Withdraw was a nonconforming document that did not comply with LCvR, FRCP, and/or RPC; thus, it should never have been allowed for filing, let alone ruled on in one (1) day before Plaintiff had a chance to respond.
3. Notice and Service Both LCvR 5.4 (d)(1) and LCvR 5.4 (e)(2) specify that those "who have not obtained CM/ECF passwords" must be served "in paper form" unless "otherwise provided" in FRCP 5(b).
4. Plaintiff does not have a CM/ECF password or access to the CM/ECF system.
5. In turn, FRCP 5(b)(2)(C) requires service by "mailing it to the person's last known [physical] address." FRCP 5(b)(E) permits service "by other electronic means . . . [only if] the person consented [to it] in writing."
6. No Notice of Wicks' Motion to Withdraw was sent in paper form by mail. Furthermore, Plaintiff never consented to service by electronic means, nor was he ever asked to do so.
7. LCvR 5.4(d)(2) further specifies a paper copy must be served on a party who "does not receive electronic notification of filings."
8. Plaintiff does not receive electronic notification of filings through CM/ECF or any other system used by this Court.
9. LCvR 83.6(c) does not allow electronic notice at all but specifies "a motion to withdraw an appearance shall be accompanied by a certificate of service *listing the party's last known address*" (emphasis added).
10. No such certificate accompanies Wicks' Motion, nor did she ask leave of this Court for permission to use an alternate method of electronic filing in lieu of a physical address.
11. Points of Law LCvR 7(a) requires all motions to be accompanied by a "statement of the specific points of law and authority that support the motion, including where appropriate a concise statement of facts."
12. Wicks' Motion not only failed to include any points of law, but also deliberately withheld material facts in an attempt to defraud this

Court, as will be established in Part III.

13. No Proper Certificate of Compliance LCvR 7(b) gives a party 14 days to file a reply in opposition to any Motion, while LCvR 83.6(c) declares that a party wishing to "**object to the withdrawal, to so notify the Clerk in writing within seven days of service** of the motion" (emphasis added).
14. Wicks deliberately misstates the time period to object by claiming that she had advised Plaintiff "to so notify the Clerk in writing **within five days** of service of the motion" (emphasis added), while providing no means of identifying or contacting the Clerk.
15. On April 5, 2021, the day of receipt of Wicks' Motion and this Court's improper order, Plaintiff sent an email response to Deputy Clerk John Haley at [John.Haley@dcd.uscourts.gov](mailto:John.Haley@dcd.uscourts.gov), stating Plaintiff's objections in writing to the withdrawal per LCvR 83.6(c). Despite six (6) further follow-up emails (dated April 12, April 17, April 20, April 21, April 22, and April 25), Haley did not respond to the objection or provide the information requested, thereby abetting the improper conduct.
16. Wicks not only failed to provide any proof of when her motion was served, but also gave a false future date of service, by declaring, "I hereby certify that a copy of pleading was sent by email, this **30th day of May, 2021**" (emphasis added).

CERTIFICATE OF (attempted) COMPLIANCE WITH LCvR 83.6(c)

I hereby certify that a copy of pleading was sent by email, **this 30<sup>th</sup> day of May, 2021**, to the last known email address for the plaintiff ([jeffrey\\_willett@hotmail.com](mailto:jeffrey_willett@hotmail.com)). Counsel has asked Mr. Willett for a postal mailing address but has not been provided with that.

I have also advised Mr. Willett to obtain new counsel or if he intends to conduct the case *pro se* or to object to the withdrawal, to so notify the Clerk in writing **within five days of service** of the motion.

/s/

JENIFER WICKS

17. At no time did this Court grant Plaintiff his substantive rights to reply, file an opposition Motion, or point out the errors in fact and law in Wicks' Motion, but stamped over Plaintiff's substantive rights in a manner that circumvents justice and is "prejudicial to the

effective and expeditious administration of the business of the courts" (LCvR 40.10).

18. Obligation to Confer LCvR 7(m) required Wicks to confer with ALL opposing counsel, give a statement that the discussion occurred, and include the reply as to whether the motion was opposed. Paragraph 6 of Wicks' Motion indicates only a partial discussion and approval was conducted, but NOT with all parties.
19. Nonconforming Documents LCvR 5.1(c)(1)/11.1/83.15(b)(4) and (c) require Wicks to give her name, residence address, telephone number, and bar identification number on any filing to the court and to notify the court of any change in "address or telephone number of [the] attorney." The information on the first filing is considered the last information, and any changes "must be filed within 14 days of the change."
20. Plaintiff has never received a copy of any notice of change filed by Wicks with this Court, and notes that the first filing by Wicks on July 20, 2018 (Document 1), as well as one filed on March 30, 2021 (Document 40-1), indicates her name, residence address, telephone number, and bar identification number are as follows:

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21. Wicks Motion to Withdraw (Document 42), allegedly filed one (1) day later on March 31, 2021, gives only her name, bar number, and post office box with a different zip code in DC, but contains NO residence address or telephone number. Furthermore, the email address given is not the one used by Blind Justice ([jenifer@blindjusticedc.org](mailto:jenifer@blindjusticedc.org)), the organization for which she bases her Motion (footnote 1) and also used on her Status Reports to this Court (e.g., see Document 39, filed on January 8, 2021). Therefore, her details do not match her first filing and are not compliant with LCvR 5.1(c)(1)/11.1/83.15(b)(4) and (c).

/s/  
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22. Therefore, Wicks' Motion should not have been accepted for filing per LCvR 5.1(g) and 5.4 (g)(1) and yet this Court and its Clerk took no action to block a nonconforming document from being filed, but blindly ruled upon it to Plaintiff's detriment.

23. Attorney Discipline LCvR 83.15(a) states that "Violations of the Rules of Professional Conduct (as adopted by the District of Columbia Court of Appeals except as otherwise provided by specific Rule of this Court) by attorneys subject to these Rules **shall be grounds for discipline**, whether or not the act or omission occurred in the course of an attorney-client relationship" (emphasis added).

24. LCvR 83.15(b) imposes several notification duties on "each attorney subject to these Rules," including "(4) any change in the attorney's office address or telephone number as provided for in (c) below."

(c) **CHANGES IN ADDRESS**

Notice to the Clerk of any change in the attorney's address or telephone number (see (b)(4) above) shall be filed in writing within 14 days of the change. The attorney shall also within 14 days file a praecipe reflecting such change in each case which the attorney has pending before this Court, serving a copy upon each of the attorneys in these cases.

25. LCvR 83.15 (b) states that "Failure to provide the notice required by this paragraph may constitute a separate ground for discipline."

26. Beginning on April 5, 2021, Plaintiff asked Deputy Clerk Haley seven (7) times to provide a copy of any change in address or telephone number filed by Wicks. To date, no such change has been supplied, suggesting it does not exist.

27. Not only was no discipline imposed against Wicks by this Court for her

overt violation of duties, but it could be argued that this Court aided and abetted the violations noted above by first allowing the filing of a nonconforming document and then blindly granting it with none of the due diligence expected of it, as shown in Part II.

**II. THIS COURT'S ORDER ON APRIL 1, 2021, REVIEWED NO EVIDENTIARY FACTS**

28. The Order entered by this Court on April 1, declared, without evidentiary proof, that Wicks "has complied with Local Civil Rule 83.6 by serving a copy of this motion on her client on or around March 31, 2021."
29. In fact, Part I shows Wicks had not complied with any relevant Local Civil Rules, but only admitted "attempted compliance," with "service" not carried out until a future date of **May 30, 2021** (emphasis added; ¶16).
30. This Court then declared, without evidentiary proof, that Wicks' Motion was granted "in light of Wicks' medical restrictions."
31. Wicks' Motion contains no doctor statements or medical reports setting limitations on work hours. Her last joint status report (Document 39) filed on January 8, 2021, after her release to work, mentions no medical restrictions at all that would affect only Plaintiff's case.
32. Furthermore, when Plaintiff received this last joint status report belatedly sent by Wicks on January 18, 2021, he sent an email asking, "And who will be handling this on your end if you are still not well?" On that same day, Wicks demurred, "**Not well? I am back at work** at [sic] this joint status report was filed with consultation with me" (emphasis added).
33. Plaintiff never received any updated Status Report submitted by Wicks between January 8, 2021, and March 31, 2021, alleging any change in Wicks' medical condition that would affect only Plaintiff's case, nor does he believe any such change was communicated to this Court before its hurried invention on March 31, the same date Wicks filed her fraudulent Motion to Withdraw.
34. Therefore, despite the unsubstantiated footnote 1 in Wicks' Motion



(i.e., "Counsel is now medically cleared to work 24-30 hours a week, and unable to take this case on as part of her limited practice at Blind Justice Legal Services, which is currently part-time and limited to domestic relations and criminal matters. As such, counsel seeks to withdraw from this civil matter for which she literally does not currently have capacity to litigate as she is at the maximum hours that she can work each week with her position at Blind Justice."), her intent to withdraw was not based on health but was an act of willful fraud committed on this Court, as will be shown in Part III.

### III. WICKS' MOTION IS PREDICATED ON FRAUD AND AN ATTEMPT TO MISLEAD THIS COURT, RENDERING ANY ORDER BASED ON IT NULL AND VOID

35. Failure to Communicate; RPC Rule 1.4(a-b) After weeks and months of trying to obtain information from Wicks on the status of filings due for this case (with no substantive answers received other than this admonition on March 18, 2021: "Send [sic] me the same email time after time doesn't help. Its [sic] distracting and wasteful," in violation of RPC Rule 1.4(a-b) relating to communication), Plaintiff sent Wicks a fifth and final reminder of upcoming filings by email at 7:08 pm EDT on March 30, 2021, stating that if the amended complaints were not "filed promptly by the end of the day tomorrow," then Plaintiff would "hold [Wicks] responsible. I have better things to do with my time than to keep reminding you to do something you should do on your own *as a matter of professional responsibility*" (emphasis added).
36. Notice of Upcoming Absence In that same email, Plaintiff gave Wicks due notice (per FRCP 5(b)(2)(E)) that several emails Wicks allegedly sent never arrived and informed her that Plaintiff would "be away on medical leave tomorrow and for the rest of this week and will not see or respond to any emails before Monday, April 5, assuming I am discharged on time."
37. Taking advantage of Plaintiff's absence, however, Wicks waited until the early morning hours of March 31, 2021, and began flooding Plaintiff's email box with 11 messages, time stamped between 1:30 AM CEST and 2:43 AM CEST (a 73-minute period), which he was unable to read or respond to before his stated return on April 5, 2021. Included among that email barrage were copies of four (4) identical "new" retainer

agreements, three (3) Motions to Withdraw, two (2) empty messages, and one (1) copy of Plaintiff's Amended Complaint, improperly filed without its accompanying redline version.

38. Extorting Money; RPC Rule 1.5 The "new" retainer agreement states, "I have agreed to represent you in this matter, so I write to inform you in writing, of the basis of my fees. . . . *I would need a retainer of \$20,000.00 to continue work on your case and to pay \$10,000 in expenses to retain additional counsel to assist me. Additionally, once we get to a point wherein a trial is scheduled, \$24,000 per scheduled week of trial will need to be deposited.* . . . Should the retainer be exhausted and additional funds are not forthcoming then undersigned counsel has the right to withdraw from representation of the client immediately, regardless of the stage or status of the case. . . . Please return a signed copy of this agreement *with your submission of the retainer fee*" (emphasis added).
39. Oddly enough, nowhere in Wicks' lengthy "new" retainer agreement is there ANY mention of medical restrictions, poor health, or an inability to litigate this case due to a lack of "capacity to litigate," as Wicks falsely professed in footnote 1 of her Motion to Withdraw.
40. Apparently Wicks' medical restrictions come and go at whim — that is, they come when she wants to deceive the court about poor health, and then they go when trying to extort large sums of money at the last minute for work not yet performed, in violation of RPC Rule 1.5(a) ("A lawyer's fee shall be reasonable") and Rule 1.5 (b) ("When the lawyer has not regularly represented the client, the basis or rate of the fee . . . shall be communicated to the client, in writing, before or within a reasonable time after commencing the representation.") A reasonable time here cannot be construed as three (3) years **after** Wicks commenced representation of Plaintiff in July 2018, when she first filed her appearance on Plaintiff's behalf.
41. In that same email barrage, Wicks confirmed her unlawful intent to coerce unearned money from Plaintiff by claiming, at 1:30 AM CEST on March 31 after sending a first copy of her "new" retainer agreement, **"Otherwise, I will move to withdraw** — which you can agree to or not. Let me know how you want to proceed. We can set up a call if you have



any questions" (emphasis added).

42. As stated above, Wicks' fraudulent email barrage contains no mention of alleged "medical restrictions" – just repeated demands for massive sums of new advance money with NO reasonable notice given, upon threat of withdrawal, which she did anyway at 2:43 AM CEST, within that same 73-minute time span.
43. Legal Agreement in Effect as of 2018 In fact, Plaintiff already had a legal agreement in effect with Wicks dated July 19, 2018, in which she asked for no retainer, but stated, "I will bill you for expenses and legal services as they occur." At no time did Wicks ever invoice Plaintiff for expenses or legal services over the last three (3) years beyond the initial filing costs claimed on July 20, 2018, although Wicks demanded further large sums be paid to her without proof.
44. The facts enumerated above, willfully omitted from Wicks' signed Motion, demonstrate that her withdrawal had nothing to do with "medical restrictions" but only with an attempt to extort money from Plaintiff at the last minute.
45. Further Intentional Violations of RPC in Wicks' Motion Contrary to the false claims made in Paragraph 1 of Wicks' Motion, Plaintiff's 2018 attorney in The Netherlands is not mentioned as a signatory on the original retainer agreement from July 2018, nor did he sign it; Wicks has not provided ANY accounting for Plaintiff's funds in the last three (3) years, nor has she substantiated how funds "have been depleted by services and expenses" (in violation of RPC Rule 1.15 (a) and (c) regarding safekeeping and accounting for client property); and Wicks never made ANY attempt to bill Plaintiff "for expenses and legal services as they occur." Thus, Plaintiff had no obligation to provide \$30,000 in "further funds" never asked for or justified, especially under a coercive threat of withdrawal at the last minute.
46. Contrary to the false claims made in Paragraph 2 of Wicks' Motion, there is no evidence of Wicks' "limited capacity" to do anything but extort unearned money from Plaintiff, or profess to retain some anonymous new "counsel" unknown to Plaintiff – not because "she has not been provided funds to do so," as she claims, but because she never

asked in advance for such funds. Indeed, as Wicks' "new" retainer agreement makes clear, she wanted \$20,000 to continue "working" (with NO mention of medical limitations) and \$10,000 for unspecified expenses to **retain** additional counsel (not to pay any new counsel retained) — all under the coercive threat of withdrawal at the last minute.

47. Contrary to the false claims made in Paragraph 3 of Wicks' Motion, Plaintiff is prejudiced by a withdrawal at this time. Wicks has not only failed to push this case forward in the three (3) years of her representation, but also delayed it for one (1) full year because of an alleged stroke she claimed to have suffered on April 1, 2020. Even though Wicks advised Plaintiff on November 8, 2018, when asked twice whether she was capable of litigating this case on her own, that she had other attorneys in her Blind Justice office, none of them were called in as backups during her alleged stroke infirmity, nor did she ask any outside attorney throughout last year to assist her, even after Plaintiff asked her on March 27, May 9, and December 7, 2020, to do so. This conduct is a violation of RPC Rule 1.3 Comment 5: "To prevent neglect of client matters in the event that a sole practitioner ceases to practice law [due to incapacity or disability], each sole practitioner should prepare a plan [when no partner, associate or other responsible attorney is capable of conducting the attorney's affairs], in conformity with applicable rules, that designates another competent lawyer to review client files, . . . and determine whether there is a need for immediate protective action. See D.C. App. R. XI, § 15(a)." Wicks did none of this.
48. There is no Paragraph 4 in Wicks' Motion; perhaps it elected to "withdraw" on its own because of the stench of fraud hovering over her filing?
49. Contrary to the false claims made in Paragraph 5 of Wicks' Motion, Plaintiff does object to the withdrawal as a violation of RPC 1.16(b) ("material adverse effect on the interests of the client"); 1.16(b)(3) ("client . . . has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled," as no new obligations were imposed until the 73-minute time span on March 31 alluded to above); 1.16(c) ("A lawyer must comply with applicable law

requiring notice to or permission of a tribunal when terminating a representation," when the violations of duties and obligations to this Court noted in Part I occurred); and 1.16 (d) ("In connection with any termination of representation, a lawyer shall take timely steps to the extent reasonably practicable to protect a client's interests, *such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled*, and refunding any advance payment of fee or expense that has not been earned or incurred"; emphasis added), none of which occurred.

50. Furthermore, Comment 1 to RPC Rule 1.16 states that "A lawyer should not accept representation in a matter unless it can be performed competently, promptly, without improper conflict of interest, *and to completion*" (emphasis added).
51. Nowhere in this Court's improper and hasty April 1 order did it think to ask why an attorney such as Wicks, with her "variable" medical limitations, should be allowed to ease her "burden" only by dropping Plaintiff's case after three (3) years, but still be allowed to continue work for other criminal clients who might be more susceptible to extortion? Nor did this Court bother to inquire why Wicks could not increase her "capacity to litigate" by decreasing new cases at Blind Justice and honoring her original 2018 commitment to Plaintiff? Indeed, if Wicks physical infirmity is so limiting, then her license to practice law should have been suspended immediately, per LCvR 83.19(a), so as not to harm other clients.
52. Furthermore, nowhere in this Court's improper and hasty April 1 order did it think to question the character, integrity, or competence of a lawyer who accepted this civil case three (3) years ago, took large unsubstantiated sums from Plaintiff during that time to litigate this case, and then decided to drop it only when funds were allegedly "depleted" – not because of undeclared medical restrictions, which were not mentioned during her 73-minute email barrage, or any limitations imposed by an alternate criminal practice oddly excluded from mention in her "new" retainer agreement. Indeed the reasons submitted on March 31 appear to be a fabrication to induce this Court to grant the withdrawal through dishonesty, fraud, deceit, and misrepresentation.

53. Indeed, the "new" retainer agreement makes clear that Wicks would have continued with this case and exercised a full and unhindered "capacity to litigate" had she received an additional \$30,000 from Plaintiff without reasonable notice, thus exposing the lie behind "medical restrictions" swallowed whole by this Court on April 1, 2021.
54. Misconduct and False Statements to this Court RPC Rule 3.3(a)(1) indicates that a "lawyer shall not knowingly: (1) Make a false statement of fact . . . to a tribunal," which clearly occurred here, as none of the true facts outlined by Plaintiff above are mentioned in Wicks' Motion.
55. RPC Rule 8.4 (c-d) further specifies that professional misconduct for a lawyer occurs when a lawyer engages "(c) in conduct involving dishonesty, fraud, deceit, or misrepresentation" or engages "(d) in conduct that seriously interferes with the administration of justice," which clearly occurred here, as the motivation for Wicks' withdrawal involved money and not health.
  - (a) As noted above, nowhere in Wicks' Motion to Withdraw did she inform this Court that she had ever provided any accounting for Plaintiff's money, ever gave documented proof of funds being "depleted," ever invoiced Plaintiff for any "expenses or legal services," or ever mentioned the "new" retainer agreement and her demand for \$30,000 upon threat of withdrawal within a 73-minute period.
  - (b) Nowhere in Wicks' Motion did she indicate that she had ever filed any new Status Reports warning of "medical restrictions" that would impact only Plaintiff's case prior to March 31.
  - (c) All these omissions of material facts in a signed pleading were deliberate misrepresentations intended to secure a quick withdrawal through dishonesty, fraud, and deceit.
56. LCvR 83.6(d) specifies that the Court may deny any withdrawal if it would be "unfairly prejudicial to any party, or otherwise not be in the interest of justice." As the Court ruled without first giving Plaintiff his substantive rights to respond per LCvR 83.6(c), no justice was

served here other than to aid and abet Wicks' fraud.

57. FRCP 11(c)(3), specifies, "On its own, the court may order an attorney, law firm, or party to show cause why conduct specifically described in the order has not violated Rule 11(b)" (i.e., any attorney submitting a written motion to the court "certifies that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances: (1) it is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation.") Evidence of Wicks' misconduct would have been presented to this Court, had Plaintiff not been unlawfully blocked from objecting and filing a timely reply prior to ruling.
58. LCvR 83.16 (d)(2) states that "Any court, judge . . . in the District of Columbia may refer to the Committee the name of any attorney subject to these Rules on a Complaint that *such attorney has engaged in conduct which, if substantiated, would warrant the imposition of discipline*" (emphasis added). Plaintiff hereby requests this Court do so immediately.
59. Violations of DC Code of Judicial Conduct (DCCJC) DCCJC Rule 1.1 states that "A judge shall comply with the law, including the Code of Judicial Conduct."
60. This Court did not comply with laws set forth in LCvR, FRCP, and RPC to Plaintiff's detriment, as noted above, which gives the appearance of impropriety, per DCCJC Rule 1.2: "A judge shall act at all times in a manner that promotes public confidence in the independence,\* integrity,\* and impartiality\* of the judiciary, and shall avoid impropriety\* and the appearance of impropriety."
61. By denying Plaintiff the right to respond to Wicks' fraudulent motion, this Court violated DCCJC Rule 2.2[4], which confirms "the judge's affirmative role in facilitating the ability of every person who has a legal interest in a proceeding *to be fairly heard*"; Rule 2.3 ("A judge shall perform the duties of judicial office, including administrative duties, *without bias or prejudice*"); and Rule 2.6 ("A judge shall accord to every person who has a legal interest in a proceeding . . . *the right to be heard according to law*"\*) (emphasis added). Plaintiff

did have the right to object and be heard per LCvR 83.6(c), and yet this Court denied him that right for unknown reasons that call into question the impartiality of these proceedings.

62. Furthermore, DCCJC Rule 2.15(B) specifies that "A judge having knowledge that a lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question regarding the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects shall inform the appropriate authority." This Court would have had such knowledge if it had looked hard enough at the laws the Court is obliged to follow, and if the Court had not egregiously denied Plaintiff the opportunity to be heard.

#### Response to Notice Ordered

63. Orders Based on Fraud are Void FRCP Rule 60(b)(3) and FRCP Rule 60(d)(3) both indicate that any order issued by a Court obtained through "fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct)" renders the order void.
64. Inasmuch as this Court exercised no due diligence here to even question the lack of evidentiary facts in Wicks' Motion, let alone whether said Motion complied with LCvR, FRCP, and/or RPC **before** being accepted for filing or ruled upon, but allowed itself to be deceived by Wicks, and has so far taken no disciplinary action against her for the misconduct and repeated violations of duties indicated in detail above, Plaintiff considers its Order dated April 1, 2021, to be void and should be rescinded as a matter of equity.
65. Response to Order Despite Plaintiff's belief that his rights have been willfully abused by this Court, and that he has no obligation to comply with an unlawful Order, Plaintiff responds as follows out of respect for the law in general, and not for how it is currently practiced by this Court, even though said responses are premature until the Court decides whether it will uphold its sworn duties and rescind its improper order, while imposing discipline on Wicks for her misconduct:
- (a) Plaintiff has been unable to obtain replacement counsel, and doubts if he has the ability to do so by other means, but



continues looking at short notice.

- (b) Plaintiff notes that this Court removed his counsel without Plaintiff's knowledge or consent and has no wish to represent himself *pro se* in this complex matter, unless forced to do so.
- (c) LCvR 5.1(c)(1) specifies, "The first filing by or on behalf of a party shall have in the caption the name and full residence address of the party. . . . If the party is appearing *pro se*, the caption shall also include the party's telephone number."
- (d) Inasmuch as Plaintiff is not currently appearing *pro se*, he has no obligation to provide a telephone number (just as Wicks failed to provide her telephone number in a Motion that this Court not only accepted without question but contumaciously granted; see ¶21). Nevertheless, Plaintiff does so at the end of this pleading.
- (e) Plaintiff notes that Wicks did not provide her full residence address, but used a post office box in a Motion that this Court not only accepted without question but contumaciously granted (see ¶21). Nevertheless, Plaintiff does so at the end of this pleading.
- (f) This Court provides no legal justification why LCvR 5.1(c)(1) should apply only to him, or what legal basis this Court recognizes for threatening to dismiss Plaintiff's complaint based on its biased interpretation of this LCvR.
- (g) If Plaintiff is forced to appear *pro se*, he gives advance notice to this Court per LCvR 83.11(b) that he will file the requisite affidavit for *in forma pauperis* status per 28 USC §1915, as he has lost his home, job, and health due to Defendants' collective misdeeds as spelled out in Plaintiff's complaint, and is now a crippled semi-invalid. Accordingly, he will request this Court, per LCvR 83.11(b)(3), to appoint counsel from the Civil Pro Bono Panel to replace the counsel this Court removed without Plaintiff's knowledge or consent.

Motion for CM/ECF User Name and Password

66. Per LCvR 5.4(b)(2), and until Plaintiff either obtains replacement counsel or is compelled to proceed *pro se*, Plaintiff has been informed by PACER personnel that he needs to "obtain a CM/ECF user name and password from the Clerk with leave of Court."
67. Plaintiff has full access to the Internet while overseas, and he has the capacity to file documents and receive filings electronically on a regular basis.
68. Plaintiff certifies that he completed all PACER registration requirements.
69. Plaintiff needs CM/ECF access to review the entire court record and to obtain information willfully withheld by Wicks during her period of representation so that he may proceed *pro se* if forced to do so.

CONCLUSION

For all the reasons set forth above, Plaintiff requests that the Court

1. Rescind its Order of April 1, 2021;
2. Strike Wicks' Motion to Withdraw as a nonconforming document;
3. Either impose sanctions on Wicks for Professional Misconduct, or refer the matter to the Court's Grievance Committee for further investigation pursuant to LCvR 83.16(d)(3).
4. Grant Plaintiff's incorporated Motion to obtain a CM/ECF user name and password per LCvR 5.4(b)(2).

Submitted on May 1, 2021, by



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