

**FILED**  
**03-13-2024**  
**Clerk of Circuit Court**  
**Brown County, WI**  
**2023CV000652**

STATE OF WISCONSIN      CIRCUIT COURT      BROWN COUNTY

GREAT LAKES TISSUE GROUP, LLC  
Plaintiff,

V.

Case No.: 23-CV-652

Case Codes: 30303, 30304

**PATRIOT ADVANCED ENVIRONMENTAL  
TECHNOLOGIES, LLC and 4 R PLANET, LLC**

**Defendants.**

**AFFIDAVIT IN SUPPORT OF MOTION  
TO WITHDRAW AS COUNSEL**

[illegible]

Christopher T. Koehnke, being first duly sworn, on oath, deposes and states as follows:

1. I am an adult resident of the State of Wisconsin and a shareholder with the law firm von Briesen & Roper, s.c. (the “Firm”). This Affidavit is submitted in support of the motion by the Firm, Mark E. Schmidt, and Christopher T. Koehnke to withdraw as counsel for Great Lakes Tissue Group (the “Plaintiff”). The statements made herein are based upon personal knowledge and upon my review of records relating to the above-captioned matter and kept in the ordinary course of the Firm’s regularly conducted business in representing Plaintiff.

2. The Firm was retained by Plaintiff, and Plaintiff's General Counsel and Authorized Signer signed the engagement letter on March 24, 2023.

3. The Engagement Letter provides, in pertinent part, as follows:

Fees, disbursements, and other charges will be billed monthly and are

payable upon presentation. We expect prompt payment.

...

We reserve the right to withdraw from our representation with the client's consent or for good cause. Good cause may include the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts billed in a timely manner, the client's failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful or unethical. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of withdrawal.

4. Plaintiff has failed to honor the terms of the Engagement Letter despite receiving multiple follow-up requests from the Firm.


5. On February 27, 2024, Plaintiff was informed that the Firm would need to withdraw as counsel in this matter if the parties could not reach a satisfactory agreement to resolve Plaintiff's failure to abide by the terms of the Engagement Agreement.

6. As of the date of the signing of this Affidavit, Plaintiff has not responded to the February 27, 2024 communication from the Firm.

7. The continued representation of Plaintiff will require a substantial undertaking and financial burden on the Firm.

8. Accordingly, the Firm can no longer effectively represent Plaintiff given the harm to the relationship caused by Plaintiff's failure to abide by the terms of the Engagement Agreement with the Firm, and good cause exists to permit the Firm's withdrawal from its representation in this matter, in accordance with SCR 20:1.16(b)(4), (5), (6) and (7).

9. Plaintiff has been made aware of this situation and has the opportunity to retain replacement counsel to represent its interests in this matter.

  
\_\_\_\_\_  
Christopher T. Koehnke

Subscribed to before me this 13<sup>th</sup> day of March, 2024.

  
\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission expires: 6/28/27



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