

NOTE: This material is intended as only an example, which you may use in developing your own form. It is not considered legal advice and as always, you will need to do your own research to make your own conclusions with regard to the laws and ethical opinions of your jurisdiction. In no event will ISBA Mutual Insurance Company be liable for any direct, indirect, or consequential damages resulting from the use of this material.

Disengagement Letter: Sample

Removing yourself from a case/matter after having accepted it but before the matter has concluded¹

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

[Client Name]
[Client Address]

RE: Withdrawal of Legal Representation
[State name of Case/Matter]

Dear ***[Name]***:

The purpose of this letter is to inform you that this firm, ***[name of firm]***, is terminating its representation of you with respect to ***[identify matter]***.² ***[Briefly describe the reason for the termination. If you are withdrawing due to unpaid legal fees, use "Sample Disengagement Letter-Unpaid Fees".]***

[Include language from one of the four options below].

Option 1: Matter in litigation where leave to withdraw is required.

In accord with the applicable rules of ***[identify jurisdiction]***, we will promptly file a motion for leave to withdraw as your counsel and we will provide you with a copy thereof. We will continue to serve as your counsel until the court grants our motion. In the event that our motion is granted, our lawyer-client relationship will be immediately terminated, and we will cease to provide legal services to you.

Several items remain pending with regard to your case/matter. Specifically, ***[summarize the case status and notify client of any impending deadlines or otherwise time-sensitive matters]***.³ You should therefore seek other counsel to represent you on this matter immediately. I will of course cooperate in the smooth transition of your files to another lawyer of your choosing. With this correspondence, we are returning the ***[personal property, including original records and documents]*** which you previously provided to us.⁴

Option 2: Matter in litigation where substitution of lawyer must be filed with court.

In accord with the applicable rules of ***[identify jurisdiction]***, we will work with your new counsel to file with the court a substitution of lawyers form that, when approved by the court, will automatically substitute your new lawyers for our firm as counsel of record on your behalf. We will continue to serve as your counsel until the court approves the substitution. In the event that the court approves the substitution, our lawyer-client relationship will be immediately terminated, and we will cease to provide legal services to you.

Several items remain pending with regard to your case/matter. Specifically, ***[summarize the case status and notify client of any impending deadlines or otherwise time-sensitive matters]***.³ You should discuss these matters with your new counsel. I will of course cooperate in the smooth transition of your files to your new counsel. With this correspondence, we are returning the ***[personal property, including original records and documents]*** which you previously provided to us.

Option 3: Non-litigation matter where new/successor counsel has been retained by client.

You have informed us that the law firm of ***[name of firm]*** will be serving as your successor counsel in connection with the matter identified above. Accordingly, we are terminating our lawyer-client relationship immediately. We will work with your successor counsel to ensure a smooth transition of legal services. Unless you direct otherwise, we will promptly transfer all appropriate files to your successor counsel. With this correspondence, we are returning the ***[personal property, including original records and documents]*** which you previously provided to us.

Several items remain pending with regard to your case/matter. Specifically, ***[summarize the case status and notify client of any impending deadlines or otherwise time-sensitive matters]***.³ You should discuss these matters with your new counsel.

Option 4: Non-litigation matter where client has not identified new/successor counsel.

Several items remain pending with regard to your case/matter. Specifically, ***[summarize the case status and notify client of any impending deadlines or otherwise time-sensitive matters]***.³ You should therefore seek other counsel to represent you on this matter immediately. I will of course cooperate in the smooth transition of your files to another lawyer of your choosing. With this correspondence, we are returning the ***[personal property, including original records and documents]*** which you previously provided to us.

[Additional statement where outstanding fees are owed]⁴

Fees for our legal services are paid through ***[Month, Day, Year]*** and unpaid through ***[Month, Day, Year]***.⁵

Sincerely,

¹ See Rule 1.16, Illinois Rules of Professional Conduct, for ethical guidelines concerning withdrawal from representation and termination of the lawyer-client relationship. Specifically, when withdrawing from representation, you must take reasonable steps to avoid foreseeable prejudice to the rights of the client, including the following:

- a. giving due notice to the client in writing;

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- b. allowing time for employment of other counsel;
 - c. delivering to the client all papers and property to which the client is entitled; and
 - d. refunding promptly any part of the fee that was paid in advance, but which has not been earned.
 - e.

² If you are withdrawing from a plaintiff's matter, it is suggested that you provide the client with as much notice as possible before the statute of limitations expires.

³ It is recommended that you provide the client with a summary of the status of his/her matter, including any impending deadlines for uncompleted activities. Example: "Answers to interrogatories are due on or before **[date]**, and the failure to complete them may result in court-ordered sanctions."

⁴ If you are asserting a retaining lien over the client's file, it may be appropriate to delete this sentence; however, recall that Rule 1.16 requires a lawyer to take reasonable steps to avoid foreseeable prejudice to the rights of a client. Depending upon the circumstances, this may include returning original client documents and/or other client property.

⁵ It is suggested that you provide a status on your fees. If you are waiving any uncollected fees, state that in your letter. If you intend to assert a retaining lien, we suggest the following language:

"Please be advised that by reason of the outstanding invoice for fees and costs, we have the right to retain certain of your property in our possession in exercise of our retaining lien rights. We would much prefer to work out a mutually agreeable method of payment and delivery of property. Please contact us to achieve that goal."