



Professional Ethics Committee

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Informal Opinion 2012-08

**Lawyer's Response When a Client Terminates Representation
with Request Not to Be Contacted**

You have requested an opinion based on these facts: A client engaged you in November, 2011, to represent her in relation to an injury she sustained in a car accident in June, 2011. She signed a retainer agreement agreeing that your law firm is entitled to receive one-third of any amount she obtains, whether by way of award or settlement.¹ The retainer agreement also includes a provision requiring that fee disputes be submitted to arbitration.

After taking the case, you worked diligently on it. You were awaiting a final bill and medical report from the client's physician before making a settlement demand on the insurance carrier when, in July 2012, you received a letter from the client. She stated that she was discharging your firm as her attorney. She stated you were not to do any further work on her behalf or to contact her again. In light of her "no further contact" request, you contacted the chair of the CBA Committee on Professional Ethics regarding how to advise her as to how to get her file from you. Acting on the advice you received, you sent a short letter to the client advising her of the date by which she needed to file a claim, advising her of her right to obtain her file, and reminding her of your fee agreement and its dispute resolution provision. You now report that the issues between you and your client have since been resolved, but you ask that the Committee issue an informal opinion to confirm the advice you received and to provide guidance to other members of the bar who may face similar situations.

Rule 1.16 of the Rules of Professional Conduct governs the termination of attorney-client relationships

¹ We note that General Statutes § 52-251c limits an attorney's right to recover a contingency fee of one-third of an award or settlement to circumstances in which (1) the award or settlement is \$300,000 or less, or (2) the written contingency fee agreement contains an express waiver of the statutory fee limitation for awards or settlements in excess of \$300,000.

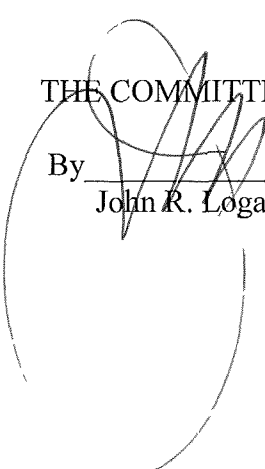
and imposes certain affirmative obligations on an attorney in the situation you have described. Rule 1.16(a) provides, in relevant part, that “a lawyer ... shall withdraw from representation of a client if: ... (3) The lawyer is discharged.” This subsection plainly requires that you accept your client’s decision to terminate your representation. Rule 1.16(d) sets out your obligations as to the manner in which the termination is effected. It provides in relevant part:

(d) Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client’s interests, such as ... surrendering papers and property to which the client is entitled The lawyer may retain papers relating to the client to the extent permitted by other law. If the representation of the client is terminated either by the lawyer withdrawing from representation or by the client discharging the lawyer, the lawyer shall confirm the termination in writing to the client before or within a reasonable time after the termination of the representation.

Subsection (d) expressly requires that you confirm the client’s termination of your representation in writing. This requirement takes precedence over the client’s request that you have no further contact with her.

Where a client has made such a no-contact request, however, it is appropriate to keep the letter to the client as brief as is consistent with conveying the information required or permitted by Rule 1.16(d). That is, the letter must (a) confirm the termination of the representation in writing and advise the client that the lawyer will do no further work on her behalf, (b) advise the client of her right to obtain her papers and property, and (c) include any other information necessary to minimize any adverse consequences of the termination, such as the date by which her claim must be brought under any applicable statutes of limitation. The lawyer may also remind her of her retainer agreement and its dispute resolution provision.

THE COMMITTEE ON PROFESSIONAL ETHICS

By  _____
John R. Logan, Chair