DOWNEY LAW GROUP LLC

Ending Client Relationships — Risks and Rules

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Rule 4-1.16

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Rule 4-1.16

(a) Except as stated in Rule 4-1.16(c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:

(1) the representation will result in violation of the rules of professional conduct or other law;

(2) the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client; or

(3) the lawyer is discharged.

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Rule 4-1.16 Comment

Mandatory Withdrawal

[2] A lawyer ordinarily must decline or withdraw from representation if the client demands that the lawyer engage in conduct that is illegal or violates the Rules of Professional Conduct or other law. The lawyer is not obliged to decline or withdraw simply because the client suggests such a course of conduct; a client may make such a suggestion in the hope that a lawyer will not be constrained by a professional obligation.

[3] When a lawyer has been appointed to represent a client, withdrawal ordinarily requires approval of the appointing authority. See also Rule 4-6.2. Similarly, court approval or notice to the court is often required by applicable law before a lawyer withdraws from pending litigation. Difficulty may be encountered if withdrawal is based on the client's demand that the lawyer engage in unprofessional conduct. The court may request an explanation for the withdrawal, while the lawyer may be bound to keep confidential the facts that would constitute such an explanation. The lawyer's statement that professional considerations require termination of the representation ordinarily should be accepted as sufficient. Lawyers should be mindful of their obligations to both clients and the court under Rules 4-1.6 and 4-3.3.

Missouri Informal Opinion 20080043

Attorney represents client in a criminal case. Client fires Attorney. Attorney explains this to the judge. The judge refuses to permit Attorney to withdraw. Is Attorney's withdrawal mandatory pursuant to Rule 4-1.16(a)(3)?

ANSWER: Rule 4-1.16(c) states: A lawyer must comply with applicable law requiring notice to or permission of a tribunal when terminating a representation unless the lawyer has filed a notice of termination of limited appearance. Except when such notice is filed, a lawyer shall continue representation when ordered to do so by a tribunal notwithstanding good cause for terminating the representation.

Therefore, if the judge refuses to allow Attorney to withdraw, Attorney must continue representation or seek review of the judge's decision by a higher court.

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Rule 4-1.16 Comment

Discharge

[4] A client has a right to discharge a lawyer at any time, with or without cause, subject to liability for payment for the lawyer's services. Where future dispute about the withdrawal may be anticipated, it may be advisable to prepare a written statement reciting the circumstances.

[5] Whether a client can discharge appointed counsel may depend on applicable law. A client seeking to do so should be given a full explanation of the consequences. These consequences may include a decision by the appointing authority that appointment of successor counsel is unjustified, requiring self-representation by the client.

[6] If the client has severely diminished capacity, the client may lack the legal capacity to discharge the lawyer, and in any event the discharge may be seriously adverse to the client's interests. The lawyer should make special effort to help the client consider the consequences and may take reasonably necessary protective action as provided in Rule 4-1.14.

Rule 4-1.16(b)

(b) Except as stated in Rule 4-1.16(c), a lawyer may withdraw from representing a client if:

(1) withdrawal can be accomplished without material adverse effect on the interests of the client;

(2) the client persists in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent;

(3) the client has used the lawyer's services to perpetrate a crime or fraud;

(4) the client insists upon taking action that the lawyer considers repugnant or with which the lawyer has a fundamental disagreement;

(5) the client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled;

(6) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or

(7) other good cause for withdrawal exists.

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Rule 4-1.16 Comment

Optional Withdrawal

[7] A lawyer may withdraw from representation in some circumstances. The lawyer has the option to withdraw if it can be accomplished without material adverse effect on the client's interests. Withdrawal is also justified if the client persists in a course of action that the lawyer reasonably believes is criminal or fraudulent, for a lawyer is not required to be associated with such conduct even if the lawyer does not further it. Withdrawal is also permitted if the lawyer's services were misused in the past even if that would materially prejudice the client. The lawyer may also withdraw where the client insists on taking action that the lawyer considers repugnant or with which the lawyer has a fundamental disagreement.

[8] A lawyer may withdraw if the client refuses to abide by the terms of an agreement relating to the representation, such as an agreement concerning fees or court costs or an agreement limiting the objectives of the representation.

ABA Opinion 516 (2025)

ABA Model Rule of Professional Conduct 1.16(b)(1) permits a lawyer to voluntarily end, or seek to end, an ongoing representation if "withdrawal can be accomplished without material adverse effect on the interests of the client."

A lawyer's withdrawal would have a "material adverse effect on the interests of the client" if it would result in significant harm to the forward progress of the client's matter, significant increase in the cost of the matter, or significant harm to the client's ability to achieve the legal objectives that the lawyer previously agreed to pursue in the representation.

A lawyer may be able to remediate these adverse effects and withdraw in a manner that avoids or mitigates the harm that the Rule seeks to prevent.

The lawyer's motivation for withdrawal is not relevant under Model Rule 1.16(b)(1). Therefore, under the Model Rules, if the lawyer's withdrawal does not cause "material adverse effect" to the client's interests in the matter in which the lawyer represents the client, a lawyer may withdraw to be able to accept the representation of a different client, including to avoid the conflict of interest that might otherwise result.

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Rule 4-1.16(c)

A lawyer must comply with applicable law requiring notice to or permission of a tribunal when terminating a representation unless the lawyer has filed a notice of termination of limited appearance.

Except when such notice is filed, a lawyer shall continue representation when ordered to do so by a tribunal notwithstanding good cause for terminating the representation.

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Missouri Informal Opinion 940019

Question 1. May Attorney move to withdraw from a criminal case if the client is uncooperative and will not communicate or assist with the defense? The Attorney will warn the client that Attorney will withdraw if the situation doesn´t improve before the Attorney actually withdraws.

Question 2. If a client who is a criminal defendant fails to make a court date and a warrant is issued and the client has had no contact with Attorney for several weeks or months, may Attorney move to withdraw?

ANSWER: Yes to both questions. However, the fact that the Rules of Professional Conduct allow Attorney to move to withdraw does not affect the authority of the court to refuse to sustain that motion.

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Missouri Informal Opinion 960110

Attorney represents a client in a matter which is set for hearing in several months. The client did not divulge certain information to Attorney which Attorney has now learned.

If Attorney had been aware of this information, Attorney would not have taken the case. May Attorney seek to withdraw?

ANSWER: Attorney may withdraw, if Attorney is allowed by the tribunal to do so, as long as Attorney is not at a point in the proceedings such that the withdrawal will have a materially adverse effect on Attorney´s client.

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Rule 4-1.16(d)

Upon termination of representation, a lawyer shall take 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.

The lawyer may retain papers relating to the client to the extent permitted by other law.

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Rule 4-1.16 Comment

Assisting the Client upon Withdrawal

[9] Even if the lawyer has been unfairly discharged by the client, a lawyer must take all reasonable steps to mitigate the consequences to the client. The lawyer may retain items for which the attorney has paid out of pocket and has not been reimbursed but may not retain papers as security for a fee. See Rule 4-1.15.

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Missouri Informal Opinion 940065

QUESTION: Attorney accepted a case on a flat fee basis. Attorney now wishes to withdraw before the case is concluded due to the client´s lack of cooperation. Attorney states that, as a result of client´s lack of cooperation, attorney fees valuing several times the flat fee paid have been provided. May Attorney withdraw and, if so, what amount of refund, if any, is owed the client?

ANSWER: Attorney may ask the court for leave to withdraw. This office cannot resolved factual issues such as the amount of a refund owed in the context of an informal advisory opinion.

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The Process of Withdrawal

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Perrett v. Lindenwood Univ. (E.D. Mo. 11/2025)

- Attorney with Lento Law Group filed suit for plaintiff
- Attorney sought to withdraw because Attorney was leaving Lento
- Court denies motion because no successor counsel identified
- No indication client received notice of lawyer's departure
- Court could/would not communicate with former firm

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ABA Opinion 519 – Four-Step Process

We advise that a lawyer seeking to withdraw, whether under Rule 1.16(a) or Rule 1.16(b), should proceed as follows:

(1) initially submit a motion providing no confidential client information apart from a reference to "professional considerations" or "irreconcilable differences";

(2) upon being informed by the court that further information is necessary, respond, when practicable, by seeking to persuade the court to rule on the motion without requiring the disclosure of confidential client information, asserting all non- frivolous claims for maintaining confidentiality consistent with Rule 1.6(a) and for protecting the attorney-client privilege;

(3) if that fails and the lawyer is nonetheless ordered to submit information by the court— thereby invoking Rule 1.6(b)(6)'s exception22 —do so only to the extent "reasonably necessary" to satisfy the needs of the court and preferably by whatever restricted means of submission are available, such as in camera review, under seal, or such other procedures designated to minimize disclosure as the court determines is appropriate; and

(4) if the court does not order the lawyer to disclose but states that the motion to withdraw will be denied unless the lawyer provides more information, the lawyer remains bound by the duty of confidentiality and should remind the judge that, absent an order from the court, the lawyer is obligated under Rule 1.6 to maintain the confidentiality of the information. In doing so, the lawyer should also request that, if the court does order the lawyer to disclose, the court require the lawyer to disclose only so much information protected by Rule 1.6 as is necessary and allow the lawyer to make those disclosures in camera or submitted under seal so as to minimize harm to client's interests.

ABA Formal Opinion 519 (December 2025)

Disclosure of Information Relating to the Representation in a Motion to Withdraw From a Representation

When moving to withdraw from a representation, a lawyer's disclosure to the tribunal is limited by the duty of confidentiality established by Rule 1.6(a) of the ABA Model Rules of Professional Conduct. Unless an explicit exception to the duty of confidentiality applies or the client provides informed consent, the lawyer may not reveal "information relating to the representation" in support of a withdrawal motion. Disclosure of information relating to the representation is not "impliedly authorized in order to carry out the representation" under Rule 1.6(a) or otherwise impliedly authorized even when Rule 1.16(a) requires the lawyer to seek to withdraw. If disclosure is permitted by an exception to the duty of confidentiality, such as when disclosure is required by a court order, it must be strictly limited to the extent reasonably necessary and, whenever possible, made through measures that protect confidentiality such as by making submissions in camera or under seal.

The Model Rules require that any disclosure in support of withdrawal be narrowly tailored, protective of the client's interests, and undertaken only within the scope of an applicable exception.

. . .

Ultimately, the lawyer's paramount duty is to preserve client confidentiality, even at the risk that the tribunal may deny the motion to withdraw.

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ABA Opinion 519

In Some Circumstances, an Exception to the Duty of Confidentiality Will Apply

. . .

An exception that applies in recurring situations is set forth in Rule 1.6(b)(6), which provides that "[a] lawyer may reveal information relating to the representation of a client to the extent the lawyer reasonably believes necessary . . . to comply with other law or a court order." A lawyer may reveal information relating to the representation in support of a withdrawal motion if the judge, seeking more information to decide the motion, orders the lawyer to make further disclosure. If the court so orders, Rule 1.6(b)(6) expressly permits the lawyer to disclose the information, but only to the extent reasonably necessary.11 In some situations, disclosure may also be required by court rules or other applicable law.

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ABA Opinion 519 (Continued)

ABA Formal Ethics Opinion 476 recognized another exception that applies in a discrete situation. When a lawyer moves to withdraw for nonpayment of the lawyer's fees as permitted by Rule 1.6(b)(5), the lawyer may disclose information relating to the representation to the extent reasonably necessary to obtain the tribunal's permission to terminate the representation based on nonpayment. Opinion 476 explained that when judges rule on motions to withdraw for nonpayment of legal fees, they sometimes expect lawyers to explain the basis for the motion.

Judicial decisions recite detailed information provided by moving lawyers about the money owed, the legal services performed, and other related facts. The decisions cited by Opinion 476 demonstrate "that these courts found such details pertinent to their assessment of the motions."

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(Missouri) Rules 4-3.3, 4-1.14, and Model Rule 1.13

Three other Rules, Rules 3.3, 1.13 and 1.14, expressly permit or require disclosure of information relating to the representation and may conceivably permit disclosures in support of a withdrawal motion in specific circumstances.

Rule 3.3(a) provides: “If a lawyer, the lawyer's client, or a witness called by the lawyer, has offered material evidence and the lawyer comes to know of its falsity, the lawyer shall take reasonable remedial measures, including, if necessary, disclosure to the tribunal.”

Rule 1.13(c)(2) permits a lawyer representing an organization to reveal information relating to the representation if the organization's highest authority fails to address an act, or refusal to act, that is clearly a violation of law that the lawyer reasonably believes is reasonably certain to cause substantial injury to the organization “whether or not Rule 1.6 permits such disclosure, but only if and to the extent” the lawyer reasonably believes the disclosure is necessary to prevent substantial injury to the organization.

Rule 1.14(c) allows lawyers to take protective action to aid a client with decision-making limitations who is at risk of financial or other harm.15 If the requirements of these rules are otherwise satisfied, they may authorize disclosure in the context of withdrawal.

ABA Opinion 519

We recognize that in rare situations in which Rule 1.16(a) requires a lawyer to seek to withdraw, no applicable exception to the duty of confidentiality will enable the lawyer to explain the basis for the withdrawal motion to the court's satisfaction, and a lawyer whose barebones withdrawal motion is denied will be compelled to violate a Rule by continuing the representation.

In particular, there may be occasions when the lawyer must seek to withdraw under Rule 1.16(a)(1) because "the representation will result in violation of the Rules of Professional Conduct or other law," but the lawyer cannot justify the motion to the tribunal's satisfaction. . . .

In some situations, the lawyer may have a legal obligation to disclose the conflict of interest to the court, or there may be some other applicable exception to the duty of confidentiality. But if not, the duty of confidentiality is paramount. Continuing the representation in accordance with the court's ruling should not subject a lawyer to discipline or sanction for having a conflict of interest.

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ABA Opinion 523 (May 2026)

Engagement Agreements Allowing a Lawyer to Withdraw When the Client Fails Substantially to Fulfill an Obligation Regarding the Lawyer's Services

Rule 1.16(b)(5) of the ABA Model Rules of Professional Conduct permits a lawyer to withdraw from a representation, or to seek the tribunal's permission to do so, when "the client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled."

This provision is ordinarily invoked when a client fails to fulfill an obligation regarding payment of legal fees and expenses.

The engagement agreement may memorialize additional obligations of the client, both obligations that are otherwise implicit such as the client's truthful cooperation with the representation, and further obligations insofar as they are not forbidden by the Rules, other law (including court rules), or public policy.

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ABA Opinion 523 (Continued)

Engagement Agreements Allowing a Lawyer to Withdraw When the Client Fails Substantially to Fulfill an Obligation Regarding the Lawyer's Services

. . .

A client's persistent failure to fulfill obligations regarding the lawyer's services, including obligations unrelated to payment of fees and expenses, may constitute a basis for withdrawal if the procedural requirements of Rule 1.16(b)(5) are met.

Further, the lawyer's engagement agreement may put the client on notice of permissible grounds for withdrawal under Rule 1.16(a) and (b), including the client's failure to fulfill obligations regarding the lawyer's services. However, the engagement agreement may not expand on the grounds for withdrawal set forth in Rule 1.16 or purport to alter or amend the grounds for withdrawal or the process for withdrawal required by the Rule.

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ABA Opinion 476 (2016) – Withdrawal for "Professional Considerations"

In moving to withdraw as counsel in a civil proceeding based on a client's failure to pay fees, a lawyer must consider the duty of confidentiality under Rule 1.6 and seek to reconcile that duty with the court's need for sufficient information upon which to rule on the motion.

Similarly, in entertaining such a motion, a judge should consider the right of the movant's client to confidentiality. This requires cooperation between lawyers and judges. If required by the court to support the motion with facts relating to the representation, a lawyer may, pursuant to Rule 1.6(b)(5), disclose only such confidential information as is reasonably necessary for the court to make an informed decision on the motion.

Return of Client File

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Missouri Formal Opinion 115

May a Missouri Attorney ethically withhold from his client papers, books, documents or other personal property which belong to the client and came to the attorney in the course of his professional employment to enforce payment of fees or expenses owed to the attorney by the client?

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Formal Opinion 115 Answer

It is the opinion of the Advisory Committee that under the Rules of Professional Conduct, such action by an attorney is improper. The Advisory Committee is of the opinion that the file belongs to the client, from cover to cover, except for those items contained within the file for which the attorney has borne out-of-pocket expenses such as, but not limited to, transcripts. The attorney may retain those items until such time as he is reimbursed for the out-of-pocket expense and then they must be immediately delivered to the client. Those items which have commonly been denominated as "work product" of the attorney actually belong to the client because those are the result of services for which the client contracted.

The basis given for such action by attorneys in Missouri has been the so-called Attorney's Common Law Retaining Lien, said lien having existed in the English Common Law and being recognized in a number of states of which Missouri is not one. It is strictly a passive lien inasmuch as the attorney has no power to enforce payment other than to embarrass, inconvenience or to cause worry to the client by the withholding of his papers. The legal question of whether or not the Attorney's Common Law Retaining Lien exists has not been affirmatively answered by the Missouri Courts.

Missouri Informal Opinion 20030047

If Attorney sends a client a courtesy copy of all pleadings at the time of filing and a copy of all pleadings filed by opposing counsel (with a notation that it is a courtesy copy for the client's information and safekeeping), is it necessary to copy the file and provide the documents again to the client?

May attorney charge for copies of documents previously sent to client?

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Informal Opinion 20030047 Answer

It is permissible for copies provided to the client during the course of the representation to serve as client's file, or a portion of the client's file, if two conditions are met.

First, Attorney would have had to provide an explanation of this process prior to sending the copies.

Second, the original of the file belongs to the client. Therefore, if there is an original in the file, a copy does not fulfill the obligation to the client unless the attorney and client have agreed that it will.

If both conditions are not met, attorney should provide the file to the client and keep copies at Attorney's own expense.

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Missouri Informal Opinion 2020-09

Attorney stores client files electronically. In what format should Attorney provide the client file to Client upon request?

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Informal Opinion 2020-09 Answer

The client file belongs to the client. Formal Opinion 115, as amended; *In the Matter of Cupples*, 952 S.W.2d 226, 234 (Mo. banc 1997).

If a client requests an electronically maintained file during the file retention period, Formal Opinion 127 requires the file be "provided to the client in a manner in which the client will be able to access it using commonly used, relatively inexpensive, software and hardware . . . .

Alternatively, the attorney may provide the file to the client in paper format, unless that is contrary to an agreement between the attorney and client."

. . .

If Client has requested the file in a particular format, Attorney should prioritize protection of Client's interests and take all reasonably practicable steps to accommodate Client's format request.

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Informal Opinion 2020-07

May Attorney comply with a protective order or participate in a settlement agreement requiring return or destruction of documents produced during discovery?

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Informal Opinion 2020-07 Answer

Documents in Attorney's possession acquired during discovery are part of the client file. The file belongs to the client, with limited exception.

Formal Opinion 115, as amended. Upon termination of the representation, Attorney is obligated to surrender papers and property "to which the client is entitled," but may "retain papers and property to the extent permitted by other law."

Rule 4-1.15(d) requires Attorney to deliver promptly to the client any property that the client is entitled to receive, "except as … otherwise permitted by law or by agreement with the client."

Rule 4-1.22, Retaining Client Files, permits a lawyer to destroy a client file, or portions of the file, prior to the expiration of the six-year or ten-year default retention period, but only if the client grants informed consent, confirmed in writing; the items are not of intrinsic value; and none of the conditions in paragraphs (a) through (d) of Rule 4-1.22 exist. See Rule 4-1.0(e) (defining "informed consent") and Rule 4-1.0(b) (defining "confirmed in writing").

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Informal Opinion 2020-07 Answer (Continued)

Protective Orders: In the event a client refuses to grant informed consent, confirmed in writing, to Attorney's handling of file documents in accordance with a protective order, Attorney should seek to modify the order if Attorney can do so in compliance with Rule 4-3.1, Meritorious Claims and Contentions.

If unsuccessful, Attorney is permitted by Rules 4-1.15(d) and 4-1.16(d) to comply with the terms of the protective order. See also Rule 4-3.4(c). Attorney must deliver to the client the remainder of the file or maintain the remainder of the file in accordance with Rule 4-1.22.

Informal Opinion 2020-07 Answer (Continued)

Settlements: A lawyer is to abide by a client's decision whether to accept an offer of settlement, subject to the limits imposed by the lawyer's professional obligations.

A lawyer is prohibited from participating in a settlement agreement restricting the lawyer's right to practice. Rule 4-5.6(b).

If Attorney obtains the client's informed consent, confirmed in writing, to destroy portions of the file, or obtains the client's agreement to return to another party portions of the file, in accordance with the proposed settlement agreement, Attorney may participate in the settlement agreement on behalf of the client.

Missouri Informal Opinion 2019-03

An attorney is leaving a law firm. The departing attorney has been the lead attorney or assisted another attorney at the firm in a number of client matters.

What should the firm's remaining attorneys do with the files for those clients?

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Informal Opinion 2019-03 Answer

The file for each client matter belongs to the client, except for those items in the file for which the firm has borne uncompensated out-of-pocket expenses, such as, but not limited to, transcripts.

Even if the attorney or firm has not been paid for services rendered, a firm or lawyer must comply with a client's direction to transmit the file to the departing attorney or new counsel.

A client who is notified of the departure of that client's attorney should be informed that the client file will continue to be housed at the firm until and unless the client communicates his or her wishes as to the disposition of the file. The client file should not be removed or copied by the departing attorney unless the client so directs.

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Missouri Informal Opinion 2014-01

May Attorney ethically file against Former Client or against Client upon withdrawal a Notice of Attorney's Lien and Motion for Judgment on Attorney's Lien for unpaid attorney's fees and collect on the lien or judgment?

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Informal Opinion 2014-01 Answer

Pursuant to Rule 4-1.5, all fees agreed to, charged, or collected, including those asserted via an attorney's lien, must be reasonable, and their bases must be communicated in accordance with Rule 4-1.5.

The rule also requires Attorney to conscientiously consider participating in the appropriate fee dispute resolution program if a fee dispute has arisen between Attorney and Client. Rule 4-1.8(i) expressly prohibits the filing of an unfounded attorney's lien or one that is invalidly asserted under Missouri law.

The rule does permit Attorney's acquisition of a lien "authorized by law" to secure fees and expenses. Proper bases for a valid attorney's lien and the procedures for its filing and collection are governed by statute and relevant case law and are outside the scope of the Rules of Professional Conduct.

When withdrawing from representation, Attorney should be mindful to follow all obligations in Rule 4-1.16, including giving adequate notice to Client, giving required notice to or seeking required permission from the tribunal, and taking reasonable steps upon termination to protect Client's interests.

Interesting Issues on Ending Representations

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Missouri Informal Opinion 940038

QUESTION: Attorney and the client have disagreed over the amount of settlement that would be reasonable.

As a result, the client has discharged Attorney twice but has returned when other attorneys told the client that Attorney´s assessment of the case was reasonable. May Attorney withdraw?

ANSWER: Yes. Attorney must comply with all of the requirements of Rule 4-1.16(d), including the requirement that Attorney not withdraw if the withdrawal would have a materially adverse impact on the interests of Attorney´s client.

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Missouri Informal Opinion 20030049

Attorney's law firm recently lost the attorneys in its litigation department and those attorneys are not able to continue to handle the litigation. Before leaving, one of the attorneys won a trial on a personal injury case.

The case was reversed and remanded for new trial. Attorney's firm does not have anyone who can represent this client adequately. Attorney's firm has been unsuccessful in securing other counsel for the client.

The case is not on a trial docket. May Attorney's firm withdraw under these circumstances?

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Informal Opinion 20030049 Answer

It is permissible for Attorney's firm to seek to withdraw, if you the firm can do so at a time that will not be materially adverse to the client.

Whether a case is on a trial docket would be one factor in determining whether withdrawal, at a given time, will be materially adverse. However, there could be other factors to consider, such as discovery, court orders, etc.

If there are no factors that will cause withdrawal to be materially adverse to the client, Attorney's firm may seek to withdraw, notwithstanding the fact that the client has been unable to find other counsel.

Whether Attorney's firm is permitted to withdraw is entirely in the discretion of the court.

If the court refuses to allow withdrawal, under Rule 4-1.16(c), Attorney's firm must stay in the case and represent the client. Attorney's firm should be sure to inform the court of its concerns about its ability to adequately represent the client, in the course of seeking leave to withdraw.

Missouri Informal Opinion 950242

QUESTION: Attorney asks about Attorney´s obligations to a client with whom Attorney has brief in-person or telephone contact but whose case Attorney declines. What obligation does Attorney have to inform the client of the statute of limitations? Does it matter how much initial investigation Attorney has done?

ANSWER: Under Rule 4-1.16 Attorney must take steps reasonably practicable to protect the client´s interests. However, the extent of the information which attorney must provide the client regarding the statute of limitations relates more to malpractice than to ethical standards. The Missouri Bar operates a risk management program which attorney can reach at 1-800-555-9721.

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Missouri Informal Opinion 950248

Attorney has lost contact with the clients. Attorney wishes to withdraw. What is Attorney required to do to notify the clients?

ANSWER: Attorney has a duty to take all reasonable steps to contact the clients. It is unclear from the information Attorney has provided whether Attorney has taken sufficient steps under the circumstances.

Attorney is not required to hire a private investigator but Attorney should conduct a reasonable investigation. Attorney has not indicated whether Attorney has checked with various agencies or businesses that may have received notification of an address change.

The Department of Revenue (drivers and motor vehicle licenses), employers, banks and relatives all may be appropriate to contact, depending on the circumstances.

Attorney is not required to give notification to the clients by publication if Attorney is unable to contact them any other way, but Attorney may do so. Attorney should also seek guidance from Attorney´s malpractice insurer´s claims prevention office, regarding any additional steps they may recommend.

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Missouri Informal Opinion 20010038

Attorney represents three plaintiffs, X, Y, and Z, in a lawsuit.

Attorney has been able to speak with X regarding the trial setting, but Attorney has been unable to locate or speak with Y and Z. Attorney hired a private investigator who found out that Y is on vacation and Z travels extensively for work. The families of Y and Z are not able to help Attorney.

In the past, the Judge advised Attorney that he will not continue the matter any more. However, since Attorney can only locate X, it seems unfair to proceed.

Attorney may file a motion to withdraw, but feels that would be unfair to X. What should Attorney do in this situation?

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Informal Opinion 20010038 Answer

ANSWER: Attorney should leave a message for Y and Z at every location where it is reasonably possible that they would receive it, notifying them of the trial date. Attorney should continue to make periodic efforts to contact them.

Attorney should also discuss this situation with X and determine what X's instructions are regarding Attorney's representation of X.

If X is willing to seek another continuance or to dismiss without prejudice, if that is possible, Attorney may proceed on that basis, if Attorney is unable to locate the other clients prior to trial.

If X is unwilling to seek another continuance or dismiss without prejudice, Attorney will need to seek to withdraw from representation of Y and Z, but make it clear to the judge that Attorney does not believe they have received notice.

If possible, Attorney may need to dismiss without prejudice as to the two "missing" plaintiffs and proceed with representation of X.

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Missouri Informal Opinion 20000172

Attorney would like to add a provision to Attorney´s standard engagement letter for civil cases, particularly domestic relations cases. Is it permissible to state in the engagement letter that if the client does not make payment, Attorney will stop working on his or her case?

Attorney would like to state that Attorney will not continue to work on a client´s case if no payments are made.

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Informal Opinion 20000172 Answer

Attorney may not include the provision Attorney proposes in Attorney´s engagement letter.

Under Rule 4-1.3, Attorney has an obligation to diligently represent Attorney´s client, unless Attorney withdraws.

If Attorney has not been paid, Attorney´s option is to continue to diligently represent the client and seek payment, or seek to withdraw.

Attorney may seek to withdraw under Rule 4-1.16(b), only if withdrawal may be accomplished without material adverse effect on the interests of the client.

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Missouri Informal Opinion 2020-29

Attorney has a medical condition that will prevent Attorney from conducting upcoming depositions in a pending matter, attending a pre-trial hearing, and participating in the trial on the scheduled date.

Must Attorney withdraw from the representation?

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Informal Opinion 2020-29 Answer

Rule 4-1.16. . . a lawyer to withdraw from the representation if the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client.

In determining whether withdrawal is required, Attorney should consider such factors as

- the expected duration of Attorney's condition
- the impact of a requested continuance on the interests of the client, and
- the possibility of involving other lawyers in Attorney's firm or associating with counsel outside Attorney's firm.

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Informal Opinion 2020-29 Answer (Continued)

Attorney must communicate with the client about the limitations imposed by Attorney's medical condition and explain matters to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

If, in consultation with the client, it is determined that reasonable steps can be taken to prevent Attorney's physical condition from materially impairing the representation, Attorney is not required to withdraw.

If the client agrees to the association of additional counsel in the matter, Attorney may not divide the fee with a lawyer not in Attorney's firm unless the requirements of Rule 4-1.5(e) are met: the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation; the client agrees to the association and the agreement is confirmed in writing; and the total fee is reasonable.

Missouri Informal Opinion 940011

QUESTION: Attorney accepted a client in a dissolution case. Attorney accepted the retainer and the filing fee but has not filed. If Attorney returns the filing fee and retainer, may Attorney withdraw?

ANSWER: Yes.

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Missouri Informal Opinion 20000185

Attorney is representing Client in a traffic matter. Client has a friend who is a friend of the Judge.

Client had her friend contact the Judge regarding the traffic violation. The Judge responded that he could not speak about the case.

What are Attorney´s ethical violations concerning either mandatory or discretionary withdrawal?

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Informal Opinion 20000185 Answer

Attorney should advise Client to cease this type of activity and contact.

If Client is willing to do so, Attorney may remain in the case.

If Client is not willing to do so, Attorney must withdraw.

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Conclusory Matters

Questions – If you have questions after the program, please email them to Paige Tungate at ptungate@DowneyLawGroup.com

Post-Program Survey – A survey will be emailed to you about 30 minutes after this program. Also, here is the survey link:

https://www.surveymonkey.com/r/end1126

Certificate of Completion – Available through the Post-Program Survey

Kansas Credit – If you are seeking Kansas credit, you need to enter the two Attendance Verification Words and your Kansas information into the Post-Program Survey. *Please complete this information in the survey this week (if possible), so we can ensure you receive proper credit*

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Future Programs

November 17, 2026 – Tuesday at 12:00 Noon CT - **Legal Ethics and New Firm Business Models (including MSOs)**

December 2, 2026 – Wednesday at 12:00 Noon CT - **Managing Your Lawyer Trust Account**

December 17, 2026 – Thursday at 12:00 Noon CT - **Legal Ethics and Dealing with Non-Clients - the "Chapter 4" Rules**

January 6, 2027 - Wednesday at 12:00 Noon CT- **Legal Ethics Update 2027 - Part 1** - 1.0 Ethics CLE

January 21, 2027 - Thursday at 12:00 Noon CT - **Encouraging Inclusivity Through Mentoring** - 1.0 Ethics and Anti-Bias CLE

February 2, 2027 - Tuesday at 3:00 PM CT - **The Attorney-Client Privilege** - 1.0 Ethics CLE

February 17, 2027 - Wednesday at 12:00 Noon CT - **Legal Ethics and Attorney Billing** - 1.0 Ethics

March 4, 2027 - Thursday at 12:00 Noon CT - **Encouraging Inclusivity Through Mentoring** - 1.0 Ethics and Anti-Bias CLE

March 17, 2027 - Wednesday at 12:00 Noon CT - **Legal Ethics and Technology 2027** - 1.0 Ethics CLE

Timed Agenda

12:00-05 Introduction

12:05-55 Discuss the ethics rules that govern and risks that arise when ending a client-lawyer relationship

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Thank you

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