

**MILWAUKEE BAR ASSOCIATION**

**PROFESSIONALISM COMMITTEE**

**STANDARD FORM LETTER # 11**

**Disengagement Letter  
Unpaid Fees**

September 29, 1999

Mr. Client  
123 Client Lane  
Client City, WI 54321

Re: Disengagement - Unpaid Fees

Dear Mr. Client:

We are pleased to have had the opportunity to represent you with regard to \_\_\_\_\_. However, contrary to our Retainer Agreement of \_\_\_\_\_, 199\_, you have not paid our invoices on time. You have paid us \$\_\_\_\_\_. The outstanding balance is \$\_\_\_\_\_ and is \_\_\_\_\_ days (weeks or months) overdue. We value our relationship and wish to continue our representation, but we are unable to finance your case.

At this point, we believe the trial court will permit us to withdraw from representation. There is sufficient time for you to retain other counsel without jeopardizing your case. Enclosed is a Petition for Withdrawal, which will be filed with the Court 10 days from your receipt of this letter.

If you retain new counsel, we will be willing to discuss the case with them as long as satisfactory arrangements are made to compensate us for the additional time and expense which will be incurred. In addition, it will be necessary to agree on a plan to repay the outstanding fees and expenses. We have generated work product in your case, which we are willing to share with your new counsel to the extent our legal obligations require us to do so. [*Note: See Formal Ethics Opinion E-82-7*]

If you wish us to continue representing you, we would be pleased to do so if satisfactory arrangements are made to take care of the outstanding fees and expenses. I look forward to hearing from you within the next 10 days.

Sincerely,

Enclosure: Petition for Withdrawal

*Note: Send letter by certified mail, return receipt requested. Or have client sign a copy and return it to you. Keep copy in file created specifically for non-engagement matters. (If recipient doesn't sign for letter, be sure to make note for file and resend by regular mail.)*

[This is a sample form to be used as a guide or example, and should be adjusted to suit your client's needs. The Milwaukee Bar Association, Inc. hereby disclaims any and all responsibility or liability, which may be asserted or claimed, arising from or claimed to have arisen from reliance upon the utilization of this form by any person. If the user is not a licensed, practicing attorney and seeks legal advice, the user is advised to contact an attorney for help. No Attorney-Client relationship is created by providing this form or other information to you.]