

Two Sample Termination Letters

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Meet Mark:

Mark Bassingthwaighte, Esq., serves as Risk Manager at [ALPS](#), a leading provider of insurance and risk management solutions for law firms. Since joining ALPS in 1998, Mark has worked with more than 1200 law firms nationwide, helping attorneys identify vulnerabilities, strengthen firm operations, and reduce professional liability risks.

He has presented over 700 continuing legal education (CLE) seminars across the United States and written extensively on the topics of risk management, legal ethics, and cyber security.

A trusted voice in the legal community, Mark is a member of the State Bar of Montana and the American Bar Association and holds a J.D. from Drake University Law School. His mission is to help attorneys build safer, more resilient practices in a rapidly evolving legal environment.



Contact Information:

Mark Bassingthwaighte, Esq.
ALPS Insurance Agency
111 N. Higgins Ave, Suite 600
Missoula, MT 59802

(T) 800.367.2577 | (D) 406.523.3859

mbass@alpsinsurance.com

www.alpsinsurance.com



Letter 1 - Withdrawal / Termination for Nonpayment of Fees

[Date]

[Client Name]

[Client Address]

Re: **Termination of Representation – Outstanding Fees**

Matter: [Matter Name / File Number]

Dear [Client Name]:

During the past [number] months, our firm has represented you in connection with the above matter. We appreciate the opportunity to have served as your counsel.

As reflected in prior invoices and communications, your account is now substantially past due. To date, you have paid approximately \$[amount] in fees and costs. However, no payment has been received since [date], and the current outstanding balance is approximately \$[amount].

Under the terms of our engagement agreement, timely payment of fees and expenses is a condition of our continued representation. Although we have continued to work on your matter while the balance remained unpaid, we are no longer able to continue representation under these circumstances. Thus, this letter confirms that effective [date], our firm will no longer represent you in connection with [describe matter].

Litigation Matters (Optional Clause)

Because we are currently counsel of record, we will be filing a motion or notice to withdraw. Until withdrawal is approved, our role will be limited to actions reasonably necessary to protect your interests and comply with court obligations.

There is still time for you to retain new counsel without jeopardizing your rights or upcoming deadlines, and we strongly encourage you to do so promptly. We will cooperate fully with your new attorney and will provide any required materials to support a smooth transition.





File and Property

Upon your written direction, we will make your file available to you or to successor counsel in accordance with applicable law and our file policies. Please let us know where you would like the file to be sent. Original documents or property belonging to you in our possession will be returned upon request or as otherwise required.

Future Communications

After the effective termination date, we will have no further responsibility to advise you, monitor deadlines, appear on your behalf, or take action in this matter unless we later agree in writing to do so.

We regret that this step has become necessary and wish you the best moving forward.

Sincerely,

[Attorney Name]

[Law Firm Name]

Letter 2 - General Withdrawal / Breakdown in Attorney-Client Relationship

[Date]

[Client Name]

[Client Address]

Re: **Termination of Representation**

Matter: [Matter Name / File Number]

Dear [Client Name]:

We appreciate the opportunity to have worked with you. However, after careful consideration, we have determined that continued representation is no longer appropriate, and it is in the best interests of all concerned that the attorney-client relationship conclude at this time.





Thus, this letter confirms that effective [date], our firm will no longer represent you in connection with [describe matter].

Retain New Counsel Promptly

We strongly encourage you to promptly retain other counsel to protect your interests. Important deadlines, hearings, filing requirements, statutes of limitation, or other time-sensitive matters may apply. Please do not delay in seeking replacement counsel.

Optional Litigation Clause:

If a motion or notice of withdrawal must be filed, we will take the necessary procedural steps. Until withdrawal becomes effective under applicable rules, our representation will be limited to reasonably necessary protective actions.

File Transfer/Property

Upon your written authorization, we will cooperate with successor counsel and provide the file materials to which you are entitled, including original documents and other appropriate materials, consistent with applicable law and firm policy. Please advise us where you would like the file to be sent.

Final Administrative Matters

You may receive a final statement for any unpaid fees or costs, or a refund of any unapplied trust funds, as appropriate.

No Ongoing Responsibility After Termination

After termination becomes effective, we will have no further duty to advise you, monitor deadlines, appear for you, or take action in this matter unless we later agree in writing to re-engage.

We wish you the best and thank you for the opportunity to have been of service

Sincerely,

[Attorney Name]

[Law Firm Name]

