

## Leaving Issues:

### Ethical Considerations when Lawyers Leave Law Firms

(Updated: February 2017)

Our profession has changed dramatically over time. Lawyers are no longer committed to the same firm for their whole careers, and regularly move to new firms or leave to start their own practices. A lawyer's departure often tests the professionalism of the lawyers involved and raises many ethical, legal, business and personal issues. Lawyers' ethical obligations are best fulfilled when the departing lawyer and firm agree to engage in cooperative discussions, designed to protect the interests of the clients they serve.

#### The Client's Choice of Counsel

Lawyers and law firms do not have proprietary rights to clients. Clients have an absolute right to choose their own counsel, in light of the personal nature of the services provided. (See *Loreto v. Little*, [2010] O.J. No. 679 and *A Law Firm v. A Solicitor*, [1992] A.J. No. 1242.)

In addition, a client has the freedom to terminate the lawyer-client relationship at will. (See commentary to Rule 3.7-1 of the Alberta *Code of Conduct*.)

#### Ethical Considerations – Code of Conduct

The firm and the departing lawyer have ethical obligations under the *Code of Conduct* to clients, colleagues, the courts and the profession when a lawyer leaves a firm. When a lawyer is departing a firm, all the lawyers involved have an ethical obligation to protect clients' interests and honour clients' rights to choose their own counsel. Lawyers within a firm also have obligations to one another, both contractual and fiduciary in nature.

It is of utmost importance to ensure that the clients are not affected by any disputes that arise between the lawyer and the firm. The ethical obligations of the departing lawyer and the firm are addressed in the following excerpt from Commentary to Rule 3.7-1 of the *Code of Conduct*:

#### Withdrawal from Representation

**3.7-1 A lawyer must not withdraw from representation of a client except for good cause and on reasonable notice to the client.**

#### Commentary

[4] When a law firm is dissolved or a lawyer leaves a firm to practise elsewhere, it usually results in the termination of the lawyer-client relationship as between a particular client and one or more of the lawyers involved. In such cases, most clients prefer to retain the services of the lawyer whom they regarded as being in charge of their business before the change. However, the final decision rests with the client, and the lawyers who are no longer retained by that client should act in accordance with the principles set out in this rule, and, in particular, should try to minimize expense and avoid prejudice to the client. The client's interests are paramount and, accordingly, the decision whether the lawyer will continue to represent a given client must be made by the client in the absence of undue influence or harassment by either the lawyer or the

firm. Each party should be willing to agree that certain clients be contacted by the other party. As to clients whom both parties wish to contact, a neutrally worded letter should be jointly formulated that clearly leaves the decision about future representation to the client. Accordingly, either or both the departing lawyer and the law firm may notify clients in writing that the lawyer is leaving and advise the client of the options available: to have the departing lawyer continue to act, have the law firm continue to act, or retain a new lawyer. Should advice be actively sought by the client, the response of the lawyer contacted must be professional and consistent with the client's best interests.

[5] With respect to other dealings between the departing lawyer and the firm, reasonable notice should be given by the departing lawyer to the firm in advance of notice to clients. The lawyer and firm must come to a mutually acceptable arrangement respecting work in progress and disbursements outstanding on files that are to be transferred with the lawyer. The transfer of a file and, consequently, the progress of a client matter, should not be unduly delayed. When a client chooses to remain with the firm, it is generally improper to charge the client for time expended by another firm member in becoming familiar with the file.

When the client decides that the file is to follow the departing lawyer, the lawyers must endeavor to minimize the impact of the change on the client. Rules 3.7-6 and 3.7-7 of the *Code of Conduct* provide as follows:

### **Manner of Withdrawal**

- 3.7-6 When a lawyer withdraws, the lawyer must try to minimize expense and avoid prejudice to the client and must do all that can reasonably be done to facilitate the orderly transfer of the matter to the successor lawyer.**
- 3.7-7 On discharge or withdrawal, a lawyer must:**
- (a) notify the client in writing, stating:**
    - (i) the fact that the lawyer has withdrawn;**
    - (ii) the reasons, if any, for the withdrawal; and**
    - (iii) in the case of litigation, that the client should expect that the hearing or trial will proceed on the date scheduled and that the client should retain new counsel promptly;**
  - (b) subject to the lawyer's right to a lien, deliver to or to the order of the client all papers and property to which the client is entitled;**
  - (c) subject to any applicable trust conditions, give the client all relevant information in connection with the case or matter;**
  - (d) account for all funds of the client then held or previously dealt with, including the refunding of any remuneration not earned during the representation;**
  - (e) promptly render an account for outstanding fees and disbursements;**
  - (f) co-operate with the successor lawyer in the transfer of the file so as to minimize expense and avoid prejudice to the client; and**
  - (g) comply with the applicable Rules of Court.**

## Commentary

[1] If the lawyer who is discharged or withdraws is a member of a firm, the client should be notified that the lawyer and the firm are no longer acting for the client.

[2] If the question of a right of lien for unpaid fees and disbursements arises on the discharge or withdrawal of the lawyer, the lawyer should have due regard to the effect of its enforcement on the client's position. Generally speaking, a lawyer should not enforce a lien if to do so would prejudice materially a client's position in any uncompleted matter. Material prejudice is more than mere inconvenience to the client. A lawyer should not enforce a solicitor's lien for non-payment if the client is prepared to enter into an arrangement that reasonably assures the lawyer of payment in due course. When a matter is being transferred to other counsel, the transferring lawyer may request that the receiving lawyer undertake to pay an outstanding account from the money ultimately recovered by that lawyer. Where the matter in question is subject to a contingency agreement, the lawyers may agree to divide the contingent fee on the basis of an apportionment of total effort required to effect recovery.

[3] The obligation to deliver papers and property is subject to a lawyer's right of lien. In the event of conflicting claims to such papers or property, the lawyer should make every effort to have the claimants settle the dispute.

[4] Co-operation with the successor lawyer will normally include providing any memoranda of fact and law that have been prepared by the lawyer in connection with the matter, but confidential information not clearly related to the matter should not be divulged without the written consent of the client.

[5] Subject to Rule 3.4 (Conflicts of Interest) and Rule 3.3 (Confidentiality), a lawyer acting for several clients in a case or matter who ceases to act for one or more of them should co-operate with the successor lawyer or lawyers to the extent required by the rules and should seek to avoid any unseemly rivalry, whether real or apparent.

## Solicitors' Liens

A solicitor's lien is a legal right to retain possession of a client's property until the lawyer's account has been paid, whether or not the property came into possession of the lawyer in connection with the matter on which the account is owed. The lawyer may retain property other than money that has a value in excess of the amount owed, but may not retain money in excess of the amount due. The lawyer may not dispose of or deal with the lien property without a court order.

A lawyer's assertion of a solicitor's lien is subject to Rule 3.7-6 and 3.7-7 of the *Code of Conduct*, set forth above. When determining whether to claim a lien, the lawyer should consider:

- Whether the client will suffer serious consequences without the file;
- The client's ability to pay;
- The fairness of the fee agreement or the client's understanding of it; and
- Whether any prejudice to the client can be mitigated by means other than the return of the file.

The *Code of Conduct* encourages, but does not require, parting lawyers and their new firms to

ensure payment of the former firm's accounts. It is appropriate, however, to agree to reasonable trust conditions governing the transfer of a file to a new firm, which assist the former firm to collect its outstanding account. (See commentary to Rules 3.7-1 and 3.7-7 above.)

## Navigating the Departure

### Duties to Clients:

While departing lawyers owe fiduciary obligations to the firms in which they have worked, all of the lawyers involved owe a primary duty to the clients. Lawyers are obliged to tell clients about a lawyer's intention to leave a firm, as it amounts to a material change in the representation. If the firm will not notify the clients, the departing lawyer is at liberty to do so.

Clients are clients of the firm and not of individual lawyers, even if the client came to the firm because of a particular lawyer and regardless of whether the lawyer working on the file is a partner or associate.<sup>1</sup> Clients are not, however, property of the firm and have the right to choose their own lawyers.

When a lawyer who was substantially involved in a client's matter leaves the firm and is interested in having clients come to the new firm, the client should be given the option to choose to stay with the current firm or go with departing counsel. The client's third option is of course to take the file to new counsel.

In some cases, the firm may be agreeable to the client files going with the departing lawyer, and may not wish to give the client the option of staying with the firm. In other situations, the departing lawyer may not be proposing that a client come to the new firm. In either case, the client should still be informed of the departure of the lawyer. At all times, the client must be placed in a position to provide informed instructions regarding the future handling of the matter.

Client protection requires additional consideration of the following issues:

- Competence – any change in representation must not adversely affect the client's interests and, if the firm remains as counsel, the file must continue to be managed with competence and diligence;
- Avoiding prejudice resulting from a departure or a file transfer –the firm must take all reasonable steps to protect the clients' interests and must not unreasonably deny them access to their files, in the event the firm is no longer acting;
- Maintaining confidentiality –confidential information shared with the firm's lawyers must be protected;
- Avoiding conflicts of interest – the duty of loyalty and confidentiality owed to current and former clients must not be compromised when lawyers move between firms;
- Solicitation of clients – clients must be given adequate and accurate information to assist them in making an informed decision about the choice of counsel, in the absence of undue influence, intimidation and overreaching;

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<sup>1</sup> This analysis is not applicable, however, to associations of independent practitioners, where each member of the association owns their own files, work in progress and accounts receivable.

- Duty of candour – avoid dishonesty, fraud, deceit or misrepresentation when dealing with both clients and other firm members in connection with a planned withdrawal from the firm.

Contractual restrictions, which prevent departing lawyers from accepting retainers from firm clients, are of concern. There are areas in Alberta where there are not enough lawyers to provide legal services, and restrictions on lawyers who seek to change firms may inhibit the access to justice. Regardless of the firm's location, the right of the client to choose his or her own counsel should not be prejudiced by a contractual term in a law firm's partnership agreement, or in an employment agreement with an associate lawyer.

### **Communication with the clients:**

Departing lawyers should only contact clients after the firm has received notice of the lawyer's planned departure. When both the firm and departing lawyer desire to, or are willing to, continue with the client's file, the client is to be given the option to choose where the file is to go. Ideally, client communications should come jointly from the firm and the lawyer, but either can send a notice directly to the client if they cannot agree. Firm client lists may be used by a departing lawyer for the purpose of identifying and communicating with the affected clients.

Even if the departing lawyer does not wish to take firm clients, or the firm is agreeable to the files going with the departing lawyer, the client should be informed of the lawyer's departure as it may have an impact on the ongoing representation of the client and the ability to accomplish the client's objectives. Files should not simply be transferred with the departing lawyer, or left behind at the firm, without first communicating with the client.

### **Joint Notices:**

A joint notice should be neutral in tone and contain the following details:

- An explanation of the lawyer's departure and the timing, and the identity of the new contact person within the firm;
- A confirmation of the client's right to choice of counsel, along with a list of options for the client. The client may remain with the firm, go with the departing lawyer or be represented by a new firm or lawyer;
- Information about the client's liability for fees and costs incurred if the client terminates the retainer with the firm. For example, explain that funds held in trust as a retainer will be applied to fee accounts before the file is transferred;
- Information about refunds of unused fees;
- An explanation of how the client file will be transferred and any associated costs;
- Information regarding the client's matter, such as critical deadlines or limitations, or information about pending steps;

- A list of all client property held by the firm, and a request for a direction from the client regarding where it is to be held, or to whom it should be forwarded;
- The notice should include a form authorizing the matter to stay with the firm, or authorizing the transfer of the client's file and trust funds or other property, if the client chooses to leave the firm. Include a return envelope if the notice is mailed. Authorizations to transfer trust funds should be signed by the client. If the client chooses to go elsewhere, the firm should send a letter confirming that the retainer is at an end;
- If the client does not have the option of remaining with the firm or going with the departing lawyer, due to conflicts or the inability of either the lawyer or the firm to provide representation, this should be explained to the client. The firm should also offer an alternative, such as suggesting other firms or lawyers who may be willing to take the client's matter;
- Indicate when the client needs to respond and the consequences if the client does not respond. For example, the client will continue to be a client of the firm unless the client gives notice to the contrary.

Client trust money that is subject to a prior trust condition or undertaking must be handled in a manner consistent with the lawyers' ethical obligations. If both the new firm and the entrustor of the trust condition or beneficiary of the undertaking agree, the trust condition or undertaking can be transferred to the new firm.

### **Communication between the Departing Lawyer and Firm Clients:**

After giving notice to the firm, departing lawyers should speak with clients, to inform those with whom they have professional relationships of their impending withdrawal from the firm. This includes clients with active matters, when the departing lawyer is directly responsible for the representation. The lawyer may also communicate with firm clients in circumstances where the departing lawyer plays a principal role in the firm's delivery of legal services. The departing lawyer may not, however, directly ask clients to send files to the new firm or otherwise solicit work while still at the old firm. The communication must be very neutral.

The lawyer and the firm are expected to attempt to reach an agreement on the clients to whom letters will be sent, as well as the content of the letter. Unilateral communications to clients by the departing lawyer are permitted if the lawyer and firm cannot agree on the form of joint notice to be issued to clients. Notices are not required or justified if the departing lawyer had only a subordinate role on a file, or little direct client contact. When determining whether to send the client a notice, it is helpful to consider the situation through the clients' eyes. Would the client be concerned about the lawyer's departure and its effect on the ongoing representation?

All communication should be informative only, and neutral in tone. The following are helpful guidelines to consider when issuing notices:

- the notice should be sent only to those clients for whose active matters the lawyer has direct responsibility or involvement at the time of the notice;
- the departing lawyer may inform the client that the lawyer is leaving, the timing of the departure, where the lawyer is going, the lawyer's ability or willingness to continue to represent the client, the client's options (to stay, go with the departing lawyer, or find a new firm), and who will maintain and handle the client's file until the client expresses a choice;
- the departing lawyer must not urge the client to terminate its relationship with the firm and must not disparage the firm;
- the notice should make clear that the client has the ultimate right to decide who will handle the files;
- if the client requests more information, the departing lawyer may provide information about the new firm's billing rates, staffing and resources, as this information assists the client in making an informed decision about the choice of counsel;
- the notice should be in writing, to minimize the risk that the firm or client will accuse the departing lawyer of improper solicitation.

### **Duties Owed to the Firm**

A law firm should have a written agreement addressing what will happen to client matters in the event of a departure of a lawyer. It's also advisable to have a technology policy to address the management of a departing lawyer's email account and access to the firm's computer systems and data. Finally, any agreement should consider the ability of a departing lawyer to retain copies of work or precedents they have personally completed, as well as to clarify whether or not the lawyer may take copies of other firm precedents, documents, CLE materials or other resources which the firm has created or paid to obtain. In reality, however, these issues are rarely contemplated in an agreement, and in many cases lawyers work together without any written agreement in place.

All lawyers owe a fiduciary duty to the firm, whether they are partners or associates. This means that no lawyer should exploit his or her position in the firm for personal benefit or interfere with the firm's ability to conduct business.

It is inappropriate for a departing lawyer to compete with the firm prior to giving notice of the lawyer's departure. Departing lawyers may, however, take some preliminary steps to establish a new office before advising the firm, as this is consistent with the interests of the clients in facilitating an orderly transition of client files. For example, the departing lawyer may obtain office space, establish trust accounts, order office equipment, and obtain financing.

In contrast, the departing lawyer should not:

- Entice clients and employees to leave the existing firm before notifying the firm of the impending departure;
- Surreptitiously remove client files without consent or knowledge of the firm or the clients;
- Convert or misappropriate fees owed to the firm;
- Mislead the firm about plans to leave, or conceal the departure;
- Abandon the firm on short notice;
- Use firm resources to copy files or client lists without permission, subject to the comments later in this paper regarding the use of client information to develop a list of clients the departing lawyer may wish to contact, or to screen for conflicts arising from the lawyer's transfer to a new firm;
- Take any action which may be detrimental to the interests of the firm or the clients, aside from the impact of the lawyer's departure on the firm.

When the lawyer has commenced work at the new office, and is no longer employed by the old firm, the lawyer may be more direct in approaching former clients and engaging in marketing and client development in efforts to obtain new work. Lawyers should not, however, interfere with existing retainers between prospective clients and other lawyers.

Before informing the firm of a plan to resign, a departing lawyer should consider the following:

- Have a plan that will allow you to commence practice right away, in the event you are asked to leave immediately upon giving notice. Many firms will not allow lawyers to remain in the office after learning that they are about to leave. Do you have a computer, work space, copies of upcoming events on your calendar or task manager, a telephone for clients to reach you, etc.? Most importantly, before you are able to practice, you must either have approval to operate a trust account or, alternatively, must have successfully applied for an exemption from the trust accounting rules;
- Compile a list of clients and current contact information for future conflict checks. List the firm clients and matters on which you might have an ongoing conflict. You may also need to use this list to notify clients of your departure in the event the firm does not agree to notify clients, or you otherwise need to notify clients on your own;
- Review the governing agreement, whether you are a partner or associate, to determine if there are any contractual provisions affecting departing lawyers.

Once a lawyer has provided notice to the firm:

- The parties should negotiate the terms of the withdrawal, if not already provided for in an agreement;
- The firm should bill and collect on those files which are being transferred;



- If the departing lawyer is compensated based on a percentage of fees collected, negotiate the compensation for work-in-progress that has not been billed and accounts receivable not yet collected at the time the lawyer departs;
- Agree on how staff will handle calls from clients or potential clients after the departing lawyer has left the firm. Clients must not be misled and the firm must not withhold information;
- Agree on how the firm will manage emails or other communications directed to the departing lawyer;
- Notify the Law Society of your change of contact particulars;
- Change your address and email address with all listservs and publications to which you subscribe;
- Arrange for your name to be removed from firm bank accounts, if applicable.

When dealing with trust conditions governing the transfer of files to the departing lawyer and/or the new firm, it is improper to demand that the new firm retain the client file intact and return it on demand. The new firm cannot comply with such an undertaking without infringing on the client's rights to the file. If the former firm wishes to protect itself, it should copy the file before turning it over and is entitled to retain the file for a reasonable period of time to do so. Such copying is done at the firm's own expense and not that of the client or new law firm.

### **Conflict Screening and Maintaining Confidentiality**

When a lawyer is transferring to another firm, the departing lawyer and the prospective new firm must perform a conflict check to determine if the departing or transferring lawyer has represented a party with interests adverse to those of the new firm's clients. The transferring lawyer must accordingly share some information about current and former clients. It is appropriate to limit this information to what is necessary to detect and resolve a conflict arising from the lawyer's change of employment – such disclosure would include client names, names of opposing parties, a brief summary or description of the matter, and whether the file is ongoing or has been concluded. It should not include information about the fees generated from a particular client's files, for example, as that information goes beyond what is necessary to conduct a conflicts analysis.

If, however, the disclosure would compromise privilege or otherwise prejudice the client, the disclosure may be prohibited. There may be potential prejudice to a client when, for example, the client has consulted the firm about the possibility of a divorce before the client has made his or her intention known to the other spouse. A similar concern may arise if the client has consulted a lawyer about a criminal charge before public charges have been laid. In the context of corporate practice, the fact that a client may have sought advice on a takeover, that has not yet been publicly announced, would be information that should not be disclosed when screening for conflicts.

If information may not be disclosed due to concerns over privilege or potential prejudice to a client, the departing lawyer and the new firm have three options:

- Abandon the move;

- Defer the move until the conflicts check can be completed without prejudice to the client;  
or
- Complete the move on the understanding that if a conflict emerges, the new firm will deal with the situation as required when the conflict becomes known.

### **Conduct After Departure:**

After the lawyer's departure, the lawyer may make direct contact with clients of the former firm and may be more direct about obtaining work from the client. The lawyers involved must not disparage one another.

A law firm should never withhold information from clients who inquire about the location or contact information of the departed lawyer. Mail and other communications should be promptly forwarded to the lawyer's new address.

### **Important Business Issues**

Some departing lawyers make the mistake of taking as many files as they can. This error usually occurs because of fear that the new practice will not generate enough cash flow in its early days. The lawyer believes that any work is better than no work.

Work that is at odds with the business plan of the new practice can, however, be worse than no work at all. It can take the new practice in unintended directions and divert attention from the numerous organizational tasks that you must attend to as your new practice develops. One of the greatest threats to a new practice is too much legal work, or legal work of the wrong kind, because production overwhelms management and the infrastructure of the new practice never gets properly established.

It is also unwise to take clients who are difficult or who are slow to pay. The new practice will be particularly vulnerable to the damage such clients can cause.

### **Don't Let It Get Personal**

Tempers can flare when the stress of dealing with a departure is added to the normal stresses of practicing law.

It is in everyone's interest to maintain the highest levels of professionalism during this difficult transition. Don't let it get personal. If you find you are losing objectivity, retain counsel to act as a buffer.

**The Practice Advisors Office encourages lawyers and firms to quickly negotiate reasonable trust conditions and financial arrangements to facilitate file transfers with the least possible impact on the clients. We are available to help in these negotiations. The Practice Advisors**

**Office provides free, confidential  
mediation of disputes that arise when a  
lawyer leaves a firm.**

## Parting Checklist

1. Ask the firm to delegate authority to deal with your departure to one person
2. List all files for which you are responsible
  - completely clean your office, including in and behind your credenza and filing cabinets to make sure no files slip between the cracks
3. List the files where you want to give the client the option of going with you or staying with the firm, noting any
  - trust funds
  - outstanding accounts receivable
  - unbilled disbursements
  - outstanding work in progress
  - outstanding trust conditions or undertakings
  - loans to clients
4. Discuss the list with the firm and negotiate the wording of the letter to go to the clients (see the precedent letters below)
5. Send the letters giving the client the option of going with you or staying with the firm, including an authority to transfer the file and trust funds
  - if clients contact the firm or the departing lawyer to ask what their rights are, it is unethical for either to use undue influence or harassment to keep the file
6. Complete, bill out and collect on as many files as possible. On matters that cannot be completed, interim bill and collect on as many as possible
7. Negotiate trust conditions for the transfer of contingency fee files, which
  - recognize the firm's right to share in the fee and provide a mechanism for determining the appropriate share, with an arbitration clause for disputes
  - deal with disbursements, either requiring them to be paid at the time of file transfer or when the matter is settled
  - deal with loans to clients
8. Negotiate trust conditions for the transfer of non-contingency files with outstanding accounts receivable or work in progress dealing with
  - trust funds
  - accounts receivable
  - disbursements, billed and unbilled
  - work in progress
  - loans to clients

9. Print out, forward, or save electronic copies of all emails, documents, correspondence and other computer files that relate to files that are going with you
10. Inform the firm in writing on a timely basis of all the deadlines (particularly limitation and court dates) on all files that you are not taking with you so appropriate arrangements can be made to protect the clients' interests
11. Make a list of the firm's clients and matters on which you will have an ongoing conflict of interest
12. If you are a partner, negotiate the terms of your withdrawal from the partnership
13. If your compensation is based on a percentage of fees collected, negotiate the basis for your compensation for work in progress unbilled and accounts receivable not collected by the time you leave
14. File, where applicable,
  - notices of change of solicitors
  - notices of change of agent on caveats and other Land Titles documents that contain a notice of address for service
  - notices of change of address on security registrations
  - notices of change of address in respect of contracts (including leases and options) where your new office will be the address for service
  - change of registered office for corporations where your new office will be the registered office
15. Notify the Law Society of Alberta of your new address and status
16. Give notice of your new address to
  - lawyers you deal with regularly
  - lawyers you have files with
  - LESA
  - CBA
  - other legal organizations you belong to (e.g., ACTLA)
  - publishers of magazines or other subscription services to which you subscribe
  - listservs and other Internet subscriptions
17. If you have signing authority on the firm's bank accounts, arrange for new signing documents to be executed

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## Leaving Letters

### For Firm Alone or Firm and Departing Lawyers Jointly

On [date], [Departing Lawyer] is leaving/left this firm to join the firm of [name of new firm]/commence practice at [address and phone no.].

[Departing Lawyer] has been the responsible lawyer on the above matter. You may choose to have

- (a) [Departing Lawyer] continue to represent you;
- (b) This firm continue to represent you, in which case the file will be handled by [New Lawyer] or,
- (c) Some other firm represent you.

If you wish to have [Departing Lawyer] continue to represent you or have your file go to some other firm, please so advise us in writing by signing the enclosed letter of authority and returning it to us. Arrangements respecting your account(s) with us may have to be made.

Please advise us in writing of your decision by [date], so that continuity in your representation may be assured. If no response is received, the file will remain with this office.

Yours truly

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### **For Departing Lawyer Alone**

On [date], I am leaving/left [name of old firm] firm to join the firm of [name of new firm]/commence practice at [address and phone no.].

I have been the responsible lawyer on the above matter. You may choose:

- (a) To have me continue to represent you;
- (b) To have [name of old firm] continue to represent you or;
- (c) To have some other firm represent you.

If you wish me to continue to represent you, please so advise me in writing by signing the enclosed letter of authority and returning it to me for forwarding to [name of old firm]. Arrangements respecting your account(s) with [name of old firm] may have to be made.

If you wish to have your file remain with [name of old firm], or go elsewhere, please advise [name of old firm] in writing, with a copy to me.

Please advise me in writing of your decision in writing as soon as possible [or by X date] so that continuity in your representation may be assured. If we hear nothing from you, your file will remain with [name of old firm].

Yours truly

## **Letter of Authority**

[Date]

To: [name of old firm]

This is your authority to deliver to [Departing Lawyer] the file(s) regarding the following matter(s):

[list matters]

This is also your authority to pay to [Departing Lawyer] all monies held by you in trust to my credit relating to such matter(s)\*.

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Client

\*If there are no trust funds to be transferred, delete this paragraph.