

Rule 1.16. Declining or Terminating Representation.

1 (a) A licensed paralegal practitioner shall not represent a client or, where representation has
2 commenced, shall withdraw from the representation of a client if:

3 (a)(1) the representation will result in violation of the Licensed Paralegal Practitioner Rules
4 of Professional Conduct or other law;

5 (a)(2) the licensed paralegal practitioner's physical or mental condition materially impairs the
6 licensed paralegal practitioner's ability to represent the client; or

7 (a)(3) the licensed paralegal practitioner is discharged.

8 (b) A licensed paralegal practitioner may withdraw from representing a client if:

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

11 (b)(2) the client persists in a course of action involving the licensed paralegal practitioner's
12 services that the licensed paralegal practitioner reasonably believes is criminal or fraudulent;

13 (b)(3) the client has used the licensed paralegal practitioner's services to perpetrate a crime
14 or fraud;

15 (b)(4) the client insists upon taking action that the licensed paralegal practitioner considers
16 repugnant or with which the licensed paralegal practitioner has a fundamental disagreement;

17 (b)(5) the client fails substantially to fulfill an obligation to the licensed paralegal practitioner
18 regarding the licensed paralegal practitioner's services and has been given reasonable warning
19 that the licensed paralegal practitioner will withdraw unless the obligation is fulfilled;

20 (b)(6) the representation will result in an unreasonable financial burden on the licensed
21 paralegal practitioner or has been rendered unreasonably difficult by the client; or

22 (b)(7) other good cause for withdrawal exists.

23 (c) Reserved.

24 (d) Upon termination of representation, a licensed paralegal practitioner shall take steps to
25 the extent reasonably practicable to protect a client's interests, such as giving reasonable notice
26 to the client, allowing time for employment of other counsel, surrendering papers and property to
27 which the client is entitled and refunding any advance payment of fee or expense that has not
28 been earned or incurred. The licensed paralegal practitioner must provide, upon request, the
29 client's file to the client. The licensed paralegal practitioner may reproduce and retain copies of
30 the client file at the licensed paralegal practitioner's expense.

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32 Comment

33 [1] A licensed paralegal practitioner should not accept representation in a matter unless it can
34 be performed competently, promptly, without improper conflict of interest and to completion.
35 Ordinarily, a representation in a matter is completed when the agreed upon assistance has been
36 concluded. See Rules 1.2(c) and 6.5. See also Rule 1.3, Comment 4.

37 Mandatory Withdrawal

38 [2] A licensed paralegal practitioner ordinarily must decline or withdraw from representation
39 if the client demands that the licensed paralegal practitioner engage in conduct that is illegal or
40 violates the Licensed Paralegal Practitioner Rules of Professional Conduct or other law. The
41 licensed paralegal practitioner is not obliged to decline or withdraw simply because the client
42 suggests such a course of conduct; a client may make such a suggestion in the hope that a
43 licensed paralegal practitioner will not be constrained by a professional obligation.

44 [3] Reserved.

45 Discharge

46 [4] A client has a right to discharge a licensed paralegal practitioner at any time, with or
47 without cause, subject to liability for payment for the licensed paralegal practitioner's services.
48 Where future dispute about the withdrawal may be anticipated, it may be advisable to prepare a
49 written statement reciting the circumstances.

50 [5] Reserved.

51 [6] If the client has severely diminished capacity, the client may lack the legal capacity to
52 discharge the licensed paralegal practitioner, and in any event the discharge may be seriously
53 adverse to the client's interests. The licensed paralegal practitioner should make special effort to
54 help the client consider the consequences and may take reasonably necessary protective action as
55 provided in Rule 1.14.

56 Optional Withdrawal

57 [7] A licensed paralegal practitioner may withdraw from representation in some
58 circumstances. The licensed paralegal practitioner has the option to withdraw if it can be
59 accomplished without material adverse effect on the client's interests. Withdrawal is also
60 justified if the client persists in a course of action that the licensed paralegal practitioner
61 reasonably believes is criminal or fraudulent, for a licensed paralegal practitioner is not required

62 to be associated with such conduct even if the licensed paralegal practitioner does not further it.
63 Withdrawal is also permitted if the licensed paralegal practitioner's services were misused in the
64 past even if that would materially prejudice the client. The licensed paralegal practitioner may
65 also withdraw where the client insists on taking action that the licensed paralegal practitioner
66 considers repugnant or with which the licensed paralegal practitioner has a fundamental
67 disagreement.

68 [8] A licensed paralegal practitioner may withdraw if the client refuses to abide by the terms
69 of an agreement relating to the representation, such as an agreement concerning fees or court
70 costs or an agreement limiting the objectives of the representation.

71 Assisting the Client Upon Withdrawal

72 [9] Even if the licensed paralegal practitioner has been unfairly discharged by the client, a
73 licensed paralegal practitioner must take all reasonable steps to mitigate the consequences to the
74 client. Upon termination of representation, a licensed paralegal practitioner shall provide, upon
75 request, the client's file to the client notwithstanding any other law. It is impossible to set forth
76 one all encompassing definition of what constitutes the client file. However, the client file
77 generally would include the following: all papers and property the client provides to the licensed
78 paralegal practitioner; litigation materials such as pleadings, motions, discovery, and legal
79 memoranda; all correspondence; depositions; expert opinions; business records; exhibits or
80 potential evidence; and witness statements. The client file generally would not include the
81 following: the licensed paralegal practitioner's work product such as recorded mental
82 impressions; research notes; legal theories; internal memoranda; and unfiled pleadings.

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