It's Not You, It's Me, Except It's Definitely You

The American Bar Association's new Formal Opinion 519 clarifies what lawyers can and can't tell the court when they withdraw.

BY STACIE H. ROSENZWEIG

Every lawyer has been there: the client has become difficult to reach, difficult to have a civilized conversation with, or just plain difficult. Their last check bounced and their credit card expired, but it doesn't matter because they've been complaining for months that services cost money. Something has gone sideways, and it's time to get out.

Transactional lawyers can make a withdrawal decision more or less independently, subject to the guardrails of SCR 20:1.16. But, lawyers wanting to withdraw from a case in suit generally need to get the court's permission to withdraw.[1] What the motion can say has long been a subject of debate and question; we often stick with "professional considerations require withdrawal"[2] or "the attorney-client relationship has broken down," and maybe we include a token citation to the relevant part of SCR 20:1.16.

That's generally enough, until it isn't. When the court wants more information, or you think you need to provide more information, what can you say?

Enter the American Bar Association's Formal Opinion 519,[3] issued in December 2025, which advises us, well, we can't say much (at least not without the client's informed consent). Sure, if you need to withdraw because of reasons unrelated to your client – a health problem or retirement – then you can typically share as much as you wish (and as decorum permits). But otherwise? If you are looking for a get-out-of-OLR-free card to fully throw your client under the bus when seeking to withdraw, this opinion will disappoint you. If, on the other hand, you are looking for persuasive authority reflecting what people like me and probably the ethics hotline (they never reveal their secrets) have been warning you about for years, Opinion 519 should be welcome.

Opinion 519 analyzes the interplay between Model Rule 1.6 (Confidentiality) and Model Rule 1.16 (Declining or Terminating Representation) in a withdrawal context.[4] Like its Wisconsin counterpart,[5] Model Rule 1.6(a) considers *all* information relating to representation to be presumptively confidential, unless the client gives informed consent, consent is implied, or an exception applies. Importantly, there is no "withdrawal exception" to client confidentiality, and Opinion 519 does not create one, implicit or otherwise. Wanting to exit the representation does not entitle the lawyer to spill all, or really any, of the tea. Wanting out does not entitle the lawyer to explain the client's conduct, motivations, dishonesty, or general awfulness – even if all those things are objectively true and deeply relevant to why the lawyer wants to withdraw.

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Assert Confidentiality Early, Assert Confidentiality Often

The ABA's guidance, in some ways, does not break new ground. The opinion suggests starting small when disclosing information.

First, lawyers should use generic, non-revealing language whenever possible. Phrases such as "professional considerations," "ethical obligations," or "irreconcilable differences" are not evasive; they are tried-and-true ways of asking a court to read between the lines (and they are typically successful).

Second, if the court presses for details, the lawyer should affirmatively assert confidentiality and explain that ethics rules limit what can be disclosed. The opinion encourages lawyers to ask courts to decide withdrawal motions without further explanation given these considerations.

Third, when a court *orders* the disclosure of otherwise confidential information, lawyers may reveal what is necessary to comply with the order[6] but also should seek protective alternatives – in camera review, sealed submissions, or ex parte proceedings. Even then, disclosures must be "strictly limited" to what is reasonably necessary to comply with the order. And this makes sense – confidentiality is not conditional on whether a relationship with a client turns sour.

There will be situations when a lawyer cannot ethically disclose enough to satisfy the court, and the court may deny the motion to withdraw. The opinion concludes that in such situations, the lawyer must continue representation, even if representation violates some other rule (most likely, per the opinion, a conflict of interest): "[T]he 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." While it does not appear that this issue has been addressed in a Wisconsin disciplinary decision, SCR 20:1.16(c) requires lawyers to continue representation, notwithstanding good cause for termination, when ordered to do so by a tribunal.

And if you're tempted to explain *exactly* why the client made your professional life miserable – remember that the motion is not your diary.

Conclusion

Formal Opinion 519 doesn't give lawyers convenience. What it does provide is clear, albeit persuasive, authority – if a judge demands more detail, lawyers have something on paper, or in pixels, to present to the court to justify why they can't provide it.

And if you're tempted to explain *exactly* why the client made your professional life miserable – remember that the motion is not your diary. Confidentiality still means confidentiality. Even when you really, really want out. **WL**

ENDNOTES

[1]This requirement is codified at the appellate level in Wis. Stat. section 809.85(5)(c), but at the circuit court level, it is typically governed by local rules (see, for example, Milwaukee County Local Rule 1.17) or by custom or caution.

[2]*See* ABA Model Rule 1.6 cmt. [3].

[3]https://www.americanbar.org/content/dam/aba/administrative/professional_responsibility/ethics-opinions/aba-formal-opinion-519.pdf (Dec. 3, 2025). This opinion, like all others, eventually will be placed behind a paywall; however, for at least several months after opinions are issued, the ABA allows free public access.

[4]Wisconsin's Supreme Court Rules do differ a bit from the Model Rules but not in ways that would be material to this analysis.

[5]SCR 20:1.6(a).

[6]ABA Model Rule 1.6(b)(6); SCR 20:1.6(c)(5). **WL**