



PROFESSIONAL COUNSEL®

Advice and Insight into the Practice of Law®

Client File Drama, No Trauma: Risk Management for Lawyers

Does a current or former client have an ownership interest in the file developed by the lawyer for the matter? Does the client or former client have a right to access said file? May a lawyer refuse to turn over any documents from the client file if the client or former client owes outstanding legal fees or costs?

To determine how to respond to a request or demand for the client file from a current or former client, lawyers should examine the ethics opinions, laws, and rules of professional conduct within their own jurisdiction. Opinions vary among the states. See [Appendix](#). Despite differing viewpoints in the jurisdictions, certain general concepts should be considered when a client or former client requests the client's file.

Client files

Client files consist of numerous types of documents, many of which are generated by or exchanged between lawyer and client as well as documents generated as a result of research or discovery performed on the client's behalf. One state bar ethics opinion¹ has itemized client files into seven basic types of documents:

1. Documents and other materials furnished by the client;
2. Correspondence between the lawyer and client;
3. Correspondence between the lawyer and third parties;
4. Copies of pleadings, briefs, applications, and other documents prepared by the lawyer and filed with courts or other agencies on the client's behalf;
5. Copies of contracts, wills, corporate records, and other similar documents prepared by the lawyer for the client's use;

6. Administrative materials relating to the representation such as memoranda concerning potential conflicts of interest or the client's creditworthiness, time and expense records, or personnel matters; and
7. The lawyer's notes, drafts, internal memoranda, legal research, and factual research materials, including investigative reports, prepared for the lawyer for the use of the lawyer in the representation.

Who owns the client file?

The questions of file ownership and file access do not arise in most representations. Typically, the lawyer compiles and maintains the file during the pendency of the representation and for a set time period thereafter, until it is destroyed. However, when disputes between lawyers and clients occur, questions of file ownership and access to the file inevitably arise. The *ABA Model Rules of Professional Conduct* ("ABA Rules") instruct lawyers that, when dealing with client files, they must:

- properly protect such materials (Rule 1.15(a)),
- maintain client confidences with such files (Rule 1.6(a)), and
- "protect the client's interests" and "surrender papers and property to which the client is entitled" when the representation terminates (Rule 1.16(d)).

The ABA Rules remain silent, however, on the issue of who owns the client file. Thus, lawyers must look to other resources to determine who owns the client file.

Majority View

Almost all of the states that have examined the issue of file ownership have concluded that the client owns the file. Variations exist among these states as to how much of the client file the client is entitled to receive. The majority view holds that, when faced with a request for the file from the client, the lawyer must relinquish the "entire file," excluding only documents intended for internal use. While some jurisdictions phrase this rule in terms of a more general standard, see, e.g., Oklahoma Bar Ass'n Ethics Op. 295 (1979) (The lawyer should produce all materials which "could reasonably be anticipated to be useful to the client"), the end result is largely the same.

The D.C. Bar, an "entire file" jurisdiction, noted that while the work product doctrine shields discovery of work product from opposing counsel, "it does not shield that same attorney work product from the attorney's own client."² The Alabama Bar agrees, reasoning that a lawyer's fiduciary relationship with a client would be impaired if the lawyer withheld any documents from the client without good cause.³

More Limited Views

A minority of jurisdictions and the ABA Standing Committee on Ethics and Professional Responsibility take a more limited view in terms of the client's right to the file. Some states place a burden on the client to demonstrate a need for the attorney's work product, e.g., Delaware Bar Ass'n Ethics Op. 1997-5 (client not "automatically entitled" to attorney's mental impressions and work product), while others expressly reject the client's claim to such documents.⁴ Still other jurisdictions and the ABA in Formal Ethics Opinion 471 suggest the client receive the "end product" of the lawyer's work, allowing the lawyer to retain all memoranda, research, notes, or other materials generated in furtherance of the representation, but not comprising the ultimate legal instrument or filing.⁵

Along the same lines, some jurisdictions have concluded that the client has only a limited ownership interest in the client file. The State Bar of Michigan, for example, reasoned that the client pays for the lawyer's skill and expertise and not a physical product. It follows, therefore, that although the client has a right of access to certain information within the file, the client does not own the file.⁶ The Court of Appeals of Florida expressed this sentiment in *Donahue v. Vaughn*, explaining "[t]he contents of an attorney's file relating to professional services performed for a client are the personal property of the attorney, not the client."⁷ In summary, the

issue of file ownership and access is hardly cut and dry, and lawyers would be wise to review local ethics rules and opinions before asserting or relinquishing any rights they may have in the client file.

What about retaining liens?

The issue of ownership of the client file by the client becomes more complex when the client fails to pay the lawyer's fees and expenses. In some jurisdictions, lawyers may assert a retaining lien as a method of obtaining payment. The trend among most jurisdictions, however, focuses on protecting the client's interests. A common result is one that both allows the lawyer to assert the lien, but also requires the lawyer to provide the client's file to the client pursuant to the lawyer's duty under Rule 1.16(d) of the Rules of Professional Conduct to "protect the client's interests."⁸ Retaining liens may be considered unethical if any of the following conditions exist:

- The client is unable to pay;
- A criminal charge or important liberty interest is at stake;
- The lien will prejudice the client's interests; or
- The lien is not necessary to prevent a fraud or gross imposition by the client.

Lawyers should check the relevant jurisdiction's opinions and case law on retaining liens before asserting one. See [Appendix](#). In addition, lawyers should bear in mind that fee disputes are a leading cause of legal malpractice actions.⁹ Withholding the client file as a means to extract payment may cause the client to file a legal malpractice lawsuit. Moreover, if a lawyer's assertion of a retaining lien prevents the former client from successfully pursuing or defending the underlying legal matter, the lawyer may face liability from the former client. Bar disciplinary authorities also may sanction a lawyer for asserting a retaining lien that harms the former client. Lawyers should carefully evaluate whether the risks of asserting a retaining lien outweigh any expected benefits.

Who pays for copies of the client file?

Closely tied to the issue of client file ownership is the question of who is responsible for paying retrieval, organization, and copying costs when a client requests a file. Most state opinions explain that because the client owns the file, the lawyer is obligated to return the original file to the client at no cost to the client.¹⁰ Some states, however, permit the lawyer to charge the client for copying costs of the client file.¹¹

² D.C. Bar Ethics Op. 333 (2005).

³ Alabama Bar Ethics Op. 2010-02.

⁴ E.g., Rhode Island Supreme Court Ethics Op. 2010-06.

⁵ See Mississippi Bar Ethics Op. 144 (1988, amended 2013) and ABA Formal Ethics Opinion 471 (2015). ABA Formal Ethics Opinion 471 does note that "when the lawyer's representation of the client in a matter is terminated before the matter is completed, protection of the former client's interest may require that certain materials the lawyer generated for the lawyer's own purpose be provided to the client."

⁶ See, e.g., Michigan Bar Ethics Op. R-19 (2000).

⁷ 21 So. 2d 356, 357 (Fla. Dist. Ct. App. 1998).

⁸ *Attorney Liens and the ARDC*, Renee L. Robinson, The Journal of the DuPage County Bar Association, Vol. 10 (1997-98).

⁹ See CNA's Professional Counsel, *Billing Blues: Best Practices for Fee Collection*.

¹⁰ Louisiana Bar Ass'n Ethics Op. 05-RPCC-003 (2005) ("If it is reasonable for the client to expect the files to be relatively organized based upon the fees paid prior to termination, it would be unreasonable to charge additional fees for any time required to organize the files to that level—i.e., to do what the lawyer has presumably already been paid to do.")

¹¹ In Comment [9] to Rule 1.16, the Kentucky Rules of Professional Conduct note that a lawyer may charge a client a reasonable copying cost. Michigan goes a step further, permitting a lawyer to also charge for the retrieval and review of the file in connection with a client's request for the client file. Michigan Bar Ethics Op. R-19 (2000).

At the same time, the lawyer is permitted to maintain a copy of the client file for the lawyer's own purposes and at the lawyer's own expense. See [Appendix](#).

Lawyers should review the law and ethics opinions of the relevant jurisdiction to determine whether clients may be charged for copying costs and related services. Some states recognize that lawyers may charge such expenses if the engagement agreement¹² with their client clearly states that clients are responsible for paying such charges.¹³

Regardless of whether copying costs may be passed on to the client, lawyers should maintain a copy of the file for a set period of time for two main reasons. First, an issue in the underlying matter may arise and the lawyer will need documentation in the client file in order to resolve the issue. Second, if the client or a third person questions the lawyer's handling of the matter, the client file may provide defenses to any allegations of neglect or wrongdoing. In the event of such a dispute, if the lawyer is unable to provide documentation to support the lawyer's version of events, then the party contesting the lawyer's actions increases its chances of prevailing. Judges and juries expect lawyers to document key events and discussions, such as advice to the client. Saving money on copying charges by not retaining a copy of the file may ultimately become expensive if the lawyer loses a legal malpractice case due to a lack of documentation that would have aided the lawyer's defense.

One step lawyers may take to reduce the likelihood of a dispute with a client over copying costs is to make a regular practice of sending pleadings and other important documents to clients as the case develops. Lawyers should maintain a log or checklist of what has been sent to the client during the course of the representation as well as the date the materials were sent. After the case is concluded, the client should already have most of the contents of the client file. If the client then requests the client file, copying costs and related expenses can be avoided by sending only those records the client lacks.

What if a law firm receives a litigation hold order on a client file?

The most common basis for suspending destruction of a client file is the existence of a litigation hold. A litigation hold may be necessary due to a dispute between the client and another party about the underlying matter or an actual or potential legal malpractice claim against the lawyer or firm. In such circumstances, the firm should follow established procedures to preserve the records according to applicable jurisdictional rules.

In most cases, the litigation hold order will require that the *status quo* of the records subject to the hold be maintained and undisturbed. The failure to initiate, enforce, or comply with the terms of a litigation hold order can result in the destruction of records with continued potential importance to the firm or to third parties.

Therefore, in the event of a litigation hold or similar order, having a procedure in place that allows the firm to suspend or modify regular record processes is critical. Such a procedure permits lawyers to avoid allegations of spoliation and also takes advantage of safe harbor provisions under civil procedure rules. Lawyers should also review their legal malpractice insurance policies to determine if their insurance carrier offers coverage for subpoena assistance. The fact that a former client or third party has subpoenaed the client file may lead the attorney to believe that such action is a precursor to a claim, in which case the lawyer should notify their carrier.¹⁴

Conclusion

Part of any comprehensive file retention and destruction policy should reflect how the law firm will respond to client requests for client files. Crafting a suitable policy will require the law firm to review the law, rules, and ethics opinions of any and all relevant jurisdictions. See [Appendix](#). Some client file disputes may be avoided by addressing the issue of file retention and destruction at the outset in the engagement letter and by providing the client with relevant documents during the course of the representation. Lawyers contemplating withholding client files as leverage in fee disputes should consider not only the client's financial situation and need for the file but also the risks of being sued for legal malpractice by the client in retaliation.

By addressing client file disputes in a clear and consistent policy, an attorney is able to enhance operational efficiency, optimize client relationships, and reduce the potential for litigation in this important aspect of the representation.

¹² See CNA's *Lawyers' Toolkit 5.0: A Guide to Managing the Attorney-Client Relationship*.

¹³ See, e.g., Minnesota RPC 1.16(f) ("A lawyer may charge a client for the reasonable costs of duplicating or retrieving the client's papers and property after the termination of the representation if the client has, prior to termination of the lawyer's services, agreed in writing to such a charge").

¹⁴ For a full discussion of this issue, see CNA's In Practice 2022-Issue 3, *Protection Protocol: Appropriately Managing and Responding to Legal Hold Notices*.

Appendix

Client File Rules and Regulations by Jurisdiction

Last updated: December 2025

The information contained herein was believed to be accurate at the time it was written. Laws change frequently and must be checked for updates.

File		Copying & Ancillary Costs	Retaining Lien Over File*	Reference	
State	Ownership	File Production			
AL	The client owns the entire file.	The attorney must promptly produce a copy of the entire file upon the client's request. If the attorney determines that production of the entire file is unreasonable or inappropriate, the attorney must provide reasonable notice to the client that portions of the file have been redacted or removed for good cause.	The attorney may not charge the client for the cost of providing an initial copy of the file but may charge for any additional copies. If the client requests that the file be produced by mail, common carrier, or at a location other than the lawyer's office, the client is responsible for those costs.	Allowed Alabama Code § 34-3-61	Alabama Formal Ethics Opinion 2010-02
AK	The client owns the entire file.	The attorney must presumptively accord the client access to the entire file unless substantial grounds exist to refuse. The attorney need not disclose documents intended for internal law office use or documents whose disclosure would violate a duty owed to a third party or otherwise imposed by law.	Unless the lawyer's fee agreement specifically sets forth the understanding of the parties regarding copy charges, the lawyer may make a copy of the file at the lawyer's own expense, but must provide the original file to the client.	Allowed Alaska Stat. § 34.35.430	Alaska Ethics Opinions 95-6, 2003-3, & 2011-1
AZ	The client owns the entire file.	Absent substantial justification, e.g., a court order or a risk of harm to the client or a third party, the lawyer must produce the entire file, which includes work product, drafts, notes, and all other documents received or generated in connection with the representation, excepting only internal practice memoranda. AZ R 1.16, cmt. [10], notes the client is not entitled to internal memoranda that relate solely to practice management issues such as billing, scheduling, and staffing.	The lawyer may retain a copy of the file at the lawyer's own expense. After the client has received one copy of the file in its entirety, taking into account documents the client previously received at no cost during the representation, the lawyer may charge for any additional copies.	Allowed National Sales & Service Co. v. Superior Court, 136 Ariz. 544 (1983)	Ariz. R. Prof. Cond. 1.16 cmt. [10]; Arizona Ethics Opinion 15-02 & EO-19-009
AR	The client owns the file, but the lawyer's work-product and other items are excluded.	Upon the client's written request, the lawyer shall surrender the client's original file, in paper or electronic format.	The lawyer may deliver a statement for costs of production to the client but may not withhold delivery of the client file pending payment. The cost of copying the file shall be the responsibility of the client. A lawyer who has previously provided the client a copy of any part of the client file may charge the client for additional copies of the same documents. The client shall be responsible for the reasonable costs incurred in delivery, by mail or commercial-delivery service, of the client-file materials outside the lawyer's office. The lawyer may retain, at no cost to the client, a copy of the client file.	Allowed See <i>Cortinez v. Supreme Court Comm. On Prof'l Conduct</i> , 966 S.W.2d 251 (1998); Rules 1.8(1) and Comment [16], Rule 1.16(d) and Rule 1.19(a)(3). May be modified based on need of client or successor counsel.	Ark. R. Prof. Conduct 1.19
CA	The client owns the entire file.	Subject to any protective order or non-disclosure agreement, the attorney must promptly release, at the request of the client, all client papers and property, including correspondence, pleadings, deposition transcripts, exhibits, physical evidence, expert's reports, and other items reasonably necessary to the client's representation, whether the client has paid for them or not.	A discharged attorney who wants to keep a copy of the file normally must bear the copying expense, absent an agreement to the contrary with the client.	Disallowed Acad. of California Optometrists, Inc. v. Superior Court, 51 Cal. App. 3d 999 (Ct. App. 1975)	Cal. R. Prof. Cond. 1.16; California Formal Ethics Opinions 1994-134 & 2001-157

File		Copying & Ancillary Costs	Retaining Lien Over File*	Reference	
State	Ownership	File Production			
CO	The client has a right of access to the file.	The lawyer must produce all documents relating to the representation that the client reasonably needs to protect the client's interests, including preliminary drafts, legal research, and research memoranda. The lawyer need not produce personal work product, e.g., administrative documents, conflicts checks, personnel assignments, and notes reflecting personal impressions, or documents whose disclosure would violate a duty owed to a third party or otherwise imposed by law.	If the lawyer decides to retain a copy of the client's file for the lawyer's own purposes, the lawyer must bear the duplication costs. However, in the event that the lawyer voluntarily produces personal work product, it is appropriate for the attorney to charge the duplication costs of these documents to the client.	Allowed Colorado Rev. Stat. § 13-93-115	Colorado R. Prof. Con. 1.16A, Formal Ethics Opinions 82 & 104
CT	The client owns the entire file.	The attorney must produce, upon request, the entire contents of the client's files, including but not limited to all notes, memoranda and correspondence constituting work product unless the attorney can reasonably conclude that failure to deliver requested materials will not prejudice the former client's interests.	An attorney wishing to retain copies of the file materials does so for his or her own benefit, and absent an express agreement between a client and an attorney prior to the termination of that representation, it must be done at the attorney's sole cost and expense.	Allowed <i>Marsh, Day & Calhoun v. Solomon</i> , 204 Conn. 639 (1987)	Connecticut Informal Ethics Opinions 95-1 & 00-3
DE	The client owns the entire file.	The attorney should provide any document possessed by the lawyer relating to the representation, unless substantial grounds exist to refuse. This includes all documents in the lawyer's possession as well as all documents created by the lawyer. Exceptions include when compliance would violate duty to another.	Primary authorities remain unclear, but the cited principles from the Delaware Bar recommends that the attorney incur the cost of retaining a copy of the file for the attorney's own benefit. A lawyer may charge a client for the reasonable costs of copying documents requested by the client if previously provided to the client or if documents constitute routine administrative correspondence or papers.	Allowed <i>Judy v. Preferred Commc'n Sys., Inc.</i> , 29 A.3d 248 (Del. Ch. 2011)	TCV VI, L.P. v. Tradescreen Inc. C.A. No. 10164-VCL (2018); Delaware Bar Association Model Principles of Records Management; Delaware Ethics Opinion 1997-5
DC	The client owns the entire file.	The attorney must produce all material that the client or another attorney would reasonably need to take over the representation of the matter, material substantively related to the representation, and material reasonably necessary to protect or defend the client's interests. An attorney need not surrender material that relates solely to the prior management of the case or to matters that are completely unrelated to the substance of the representation.	Absent an agreement to the contrary, the lawyer may make the files available for pick-up or delivery at the client's expense. However, where materials are reasonably necessary to protect the former client's interests, the lawyer may, for clients unable to pay for delivery of the files, have an obligation to pay the delivery charges.	Allowed <i>Wolf v. Sherman</i> , 682 A.2d 194 (D.C. 1996); DC R. 1.16, cmt. [12] and Rule 1.8(i).	D.C. Ethics Opinions 283 & 333
FL	The attorney owns the file, excluding documents provided by the client.	A lawyer has an ethical obligation to comply with a client's or former client's reasonable request for copies of file material where that information would serve a useful purpose to the client. A client or former client is generally not entitled to: confidential information concerning another client; internal administrative materials, drafts of documents and legal instruments, consultations regarding malpractice or ethics, or internal legal memoranda and research materials. Depending on the underlying facts in a particular matter, the overarching duty under Rule 4-1.16 to take steps "reasonably practicable to protect the client's interests" and prevent harm might necessitate providing the client with some types of materials that would ordinarily not be required.	There is no duty upon a private attorney to give any files to a client free of charge, save documents which are solely those of the client and held by the lawyer. However, an attorney must turn over the client file where the client pays for copying costs.	Allowed <i>Daniel Mones, P.A. v. Smith</i> , 486 So. 2d 559 (Fla. 1986)	Florida Ethics Opinion 88-11R (2021); <i>Donahue v. Vaughn</i> , 721 So. 2d 356 (Fla. Dist. Ct. App. 1998); <i>In re Fundamental Long Term Care, Inc.</i> , 489 B.R. 451 (Bankr. M.D. Fla. 2013)

File			Copying & Ancillary Costs	Retaining Lien Over File*	Reference
State	Ownership	File Production			
GA	The client owns the entire file.	Barring a showing by the attorney of good cause to refuse access, the client is entitled to the entire file.	Attorneys are entitled to keep copies of papers in their client files, but, absent a prior agreement as to costs, the attorney bears the cost of copying.	Allowed Georgia Code § 15-19-14; but see Georgia Formal Ethics Opinion 87-5 for discussion of limitations on action.	Georgia Formal Ethics Opinion 87-5; <i>Swift, Currie, McGhee & Hiers v. Henry</i> , 276 Ga. 571 (2003)
HI	Client entitled to entire file.	All documents in the lawyer's file except (a) documents which were only for review and use by the lawyer and persons in the lawyer's office and which the lawyer reasonably believes will not be of material use or benefit to the client or successor lawyer; (b) documents which would violate a duty of confidentiality owed to a third party; (c) documents which cannot be copied or disclosed pursuant to a court order or other law; and (d) documents which may cause the client or a third party physical or psychological harm.	This issue has not been addressed.	Disallowed Hawaii Formal Ethics Opinion 28	Hawaii R. Prof. Con. 1.16, cmt. [10]
ID	Lawyer must make client's file available.	The attorney must produce all parts of the client's file with limited exceptions.	A lawyer may require the client to pay copying charges consistent with the lawyer's actual copying cost, excluding time and labor.	Allowed <i>Defendant A v. Idaho State Bar</i> , 134 Idaho 338 (2000)	Idaho R. Prof. Con. 1.16A; <i>Defendant A v. Idaho State Bar</i> , 134 Idaho 338 (2000)
IL	The attorney owns the file, excluding documents provided by the client.	The attorney must produce originals of any materials furnished by the client, copies of significant correspondence, and all documents comprising the end product of the attorney's work. The attorney need not produce any drafts or working copies, internal administrative materials, notes, or research material. The attorney may also withhold information where disclosure risks harm to the client or others.	The attorney may keep a copy of the client's originals at the attorney's expense. Of the documents owed to the client, the client is entitled to one copy, which includes any copies previously received during the ordinary course of representation. The attorney may charge for any additional copies, or for copies of documents the attorney was under no obligation to provide. The attorney may also charge for reasonable storage and retrieval costs.	Allowed <i>Sanders v. Seelye</i> , 128 Ill. 631 (1889)	Illinois Ethics Opinions 94-13, 94-14 & 95-2
IN	Unclear	The attorney must produce all documents received from the client, all documents received on behalf of the client, and all documents produced by the attorney for which the client was billed.	Primary authorities remain unclear, but the cited article recommends that, absent an agreement to the contrary, the lawyer should return the file to the client and bear the cost of retaining a copy.	Allowed <i>In re Newman</i> , 958 N.E.2d 792 (Ind. 2011)	Indiana Code Ann. § 33-43-1-9; <i>In re Schneider</i> , 710 N.E.2d 178 (Ind. 1999); Donald R. Lundberg, <i>File, File, Who's Got the File? Client Rights to Return of Property</i> , Res Gestae (Sept 2007)
IA	The client owns the entire file.	The attorney must produce the entire file, including attorney work product. Narrow exceptions exist for documents reasonably intended only for internal review (i.e., assignment of personnel to case, withdrawal because of client's misconduct, or the firm's possible malpractice liability to the client) or where production of a document would violate the attorney's duty to another.	A lawyer should not charge the client for providing the file or making copies of the file.	Allowed Iowa Code § 602.10116	Iowa Supreme Court Attorney Disciplinary Bd. v. <i>Gottschalk</i> , 729 N.W.2d 812 (Iowa 2007)

File		State Ownership	File Production	Copying & Ancillary Costs	Retaining Lien Over File*	Reference
KS	The client owns the entire file.	The attorney must produce the entire file, excluding only firm documents intended for internal office use and documents that would violate a duty owed to a third party or otherwise imposed by law.	Work product, including opinion work product, must be produced.	A lawyer may charge actual costs only for copying documents not considered client property. "Client property" includes: documents provided to the lawyer by the client or client's agents; deposition or other discovery documents for which the client is billed and has paid; and pleadings and other court documents as are necessary to understand and interpret the above listed documents.	Allowed Kansas Stat. Ann. § 7-108	Kansas Ethics Opinions 15-01 & 92-5; S.E.C. v. <i>McNaul</i> , 277 F.R.D. 439 (D. Kan. 2011)
KY	The client owns the entire file.	The attorney must produce the entire file, excluding only work product for which the attorney has not been paid. Documents or other relevant evidence, the original of which may be required for trial preparation or as evidence for trial, must be surrendered in the original form.		The lawyer may charge the client for the actual costs involved in the duplication of the file, provided the lawyer does not charge a fee disproportionate to the actual cost for such duplication.	Disallowed Kentucky Ethics Opinion E-395, reaff'd in E-424	Kentucky Ethics Opinions E-280, E-395, E-424; E-436; Kentucky Bar Ass'n v. <i>Roberts</i> , 431 S.W.3d 400 (Ky. 2014)
LA	The client owns the entire file.	The lawyer must produce the entire file, including work product containing mental impressions, research, and analysis.		The lawyer should pay the copying costs to obtain a copy of the file to keep, as well as costs associated with delivering the file to the client, and then seek reimbursement from the client if allowable under the lawyer's fee agreement or contract law. If it is reasonable for the client to expect the files to be relatively organized based upon fees already paid, it would be unreasonable to charge additional fees for any time required to organize the files to that level.	Disallowed <i>In re Am. Metrocomm Corp.</i> , 274 B.R. 641 (Bankr. D. Del. 2002)	Louisiana R. Prof. Con. 1.16(d); Louisiana Ethics Opinion 05-RPCC-003
ME	The client owns most of the file.	Upon request of a client or former client, the attorney must furnish the entire client file, withholding only those categories of documents that the attorney (1) specifically discloses in writing are being withheld or (2) which the attorney has a good faith basis to believe are protected from disclosure based upon some recognized privilege, doctrine or other legally-imposed limitation. Documents withheld under category (2) should be identified in a privilege log.		The cost of any copying should be borne by the attorney since any such copies would be solely for his or her own benefit. A client may be asked to bear the cost of file delivery in a format different from the manner in which the attorney and client agreed that the file would be maintained. Similarly, a client may be charged the actual cost incurred to transport paper file materials via mail or other carrier service, if requested as an alternative to retrieval at the lawyer's office.	Disallowed <i>Libner v. Maine Cnty. Comm'r's Ass'n</i> , 845 A.2d 570 (Me. 2004)	Enduring Maine Ethics Opinions 120 & 187
MD	The client owns the entire file.	An attorney violates Rule 1.16(d) when he fails to honor the client's request for a copy of his case file(s) at the end of the representation, or does not promptly deliver a copy of the client's case file.		The Maryland Bar Association has declined to render an opinion on the issue, and the courts have not yet addressed it. It appears to be an issue that is contractual and not ethical.	Allowed Not an absolute right. Ethical considerations require that lawyer forego lien. <i>Rhoads v. Sommer</i> , 401 Md. 131 (2007)	Maryland Ethics Opinions 90-21; 89-11; 92-19; & 97-18. Maryland R. Prof. Cond. 19-301.16(d) Maryland Rule 2-652(a)

File		Copying & Ancillary Costs	Retaining Lien Over File*	Reference
State	Ownership	File Production		
MA	The client owns the entire file.	<p>The lawyer must produce all materials supplied by the client, pleadings, filings, investigatory or discovery documents for which the client has paid, and work product for which the client has paid. In the event of a contingent fee agreement, the client is entitled to all work product.</p> <p>The lawyer is not required to turn over to the client investigatory or discovery documents for which the client is obligated to pay under the fee agreement but has not paid.</p> <p>Unless the lawyer and the client have entered into a contingent fee agreement, the lawyer is only required to turn over copies of the lawyer's work product for which the client has paid.</p>	<p>At the lawyer's own expense, may retain copies of documents turned over to the client.</p> <p>The client may be required to pay (a) any copying charges for copying the material consistent with the lawyer's actual copying cost, unless the client has already paid for such material, and (b) the lawyer's actual cost for the delivery of the file.</p>	<p>Open Question <i>Torphy v. Reder</i>, 357 Mass. 153 (1970)</p> <p>Massachusetts R. Prof. Cond. 1.15(A) & 1.16(e); Massachusetts Ethics Opinion 92-4</p>
MI	The client has a right of access to the file.	The lawyer must afford the client access to the file, including but not limited to, all write-ups, work-up or intake sheets, and file interview notes, with the possible exception of the lawyer's personal observation notes or memos with respect to the client's character or competency traits and, particularly, if and when negative.	<p>The lawyer may charge for the service of searching the files to provide the client access to information and for the reproduction or other methods of access to such information. To determine what if any portions of the file are the property of the client, the lawyer's files may need to be examined or retrieved from storage. The lawyer may ethically charge the client a reasonable fee for this service.</p>	<p>Allowed <i>Kysor Indus. Corp. v. D.M. Liquidating Co.</i>, 11 Mich. App. 438 (1968)</p> <p>Michigan Formal Ethics Opinions R-5, R-12 & R-19</p>
MN	The client owns the entire file.	<p>In general, the papers and property delivered to the lawyer by the client and the papers and property for which the client has paid the lawyer's fees and reimbursed the lawyer's costs.</p> <p>In pending claims or litigation representations: (i) all pleadings, motions, discovery, memoranda, correspondence and other litigation materials which have been drafted and served or filed, regardless of whether the client has paid the lawyer for drafting and serving the document(s), but shall not include pleadings, discovery, motion papers, memoranda and correspondence which have been drafted, but not served or filed if the client has not paid the lawyer's fee for drafting or creating the documents; and (ii) all items for which the lawyer has agreed to advance costs and expenses regardless of whether the client has reimbursed the lawyer for the costs and expenses including depositions, expert opinions and statements, business records, witness statements, and other materials that may have evidentiary value.</p> <p>In nonlitigation or transactional representations, unexecuted document which does not otherwise have legal effect, where the client has not paid the lawyer's fee for drafting the document(s).</p>	<p>A lawyer may charge a client for the reasonable costs of duplicating or retrieving the client's papers and property after termination of the representation only if the client has, prior to termination of the lawyer's services, agreed in writing to such a charge.</p>	<p>Disallowed Minnesota Stat. Ann. § 481.13; see also, Minnesota R. Prof. Con. 1.16(g)</p> <p>Minnesota R. Prof. Cond. 1.16(e)-(g); Minnesota Ethics Opinion 13 (amended 2010); <i>In re X.Y.</i>, 529 N.W.2d 688 (Minn. 1995)</p>

File		Copying & Ancillary Costs	Retaining Lien Over File*	Reference	
State	Ownership	File Production			
MS	The client owns only part of the file.	The lawyer should produce to the client all materials provided by the client, pleadings or other end product developed by the lawyer, correspondence engaged in by the lawyer for the client's benefit, and any investigative reports paid for by the client. The lawyer need not deliver the lawyer's work product to the client.	In the absence of controlling language in any applicable engagement agreement, a lawyer discharged by his client in a pending matter may ethically charge his client for the actual cost of duplicating the client's file.	Allowed <i>Tyson v. Moore</i> , 613 So. 2d 817, 826 (Miss. 1992)	Mississippi Ethics Opinions 105, 144 & 254
MO	The client owns the entire file.	The attorney must produce the original file, cover to cover, except those items for which the attorney has borne out-of-pocket expenses such as, but not limited to, transcripts. The attorney may retain those items until the attorney is reimbursed for the expense and then they must be immediately delivered to the client. All work product belongs to the client and must be produced.	If the lawyer wishes to keep a copy of the file for his own use or protection, then the lawyer must bear the costs of copying the file.	Disallowed Missouri Formal Ethics Opinion 115; <i>Matter of Cupples</i> , 952 S.W.2d 226, 234 (Mo. 1997)	Missouri Formal Ethics Opinion 115; <i>Matter of Cupples</i> , 952 S.W.2d 226, 234 (Mo. 1997)
MT	Unclear	The lawyer is entitled to retain and is not obliged to deliver to the client papers or materials personal to the lawyer or created or intended for internal use by the lawyer. Such materials typically include informal and candid items which contain mental impressions, conclusions, opinions, or legal theories, e.g., notes or intraoffice memoranda, but not drafts or research.	The lawyer shall deliver either the originals or copies of papers or materials requested or required by a client or former client and bear the copying costs involved.	Allowed Montana Ethics Opinion 000210	Montana R. Prof. Cond. 1.16(d); Montana Ethics Opinions 910510, 950221 & 860115
NE	The client owns the entire file.	The client is entitled to all documents the client provided to the attorney, everything acquired through discovery, all correspondence, and all notes, memoranda, briefs, memos, and other materials generated by counsel bearing on the client's matter. Production may consist of scanned or hard copy.	Though counsel may retain copies of the file, absent an agreement from the client, such copies must be made at counsel's expense.	Allowed Nebraska Rev. Stat. § 7-108	Nebraska Ethics Opinions 01-3 & 12-09
NV	The client owns the entire file.	The attorney shall, upon demand and payment of the fee due from the client, immediately deliver to the client all papers, documents, pleadings and items of tangible personal property that belong to or were prepared for that client. An attorney who is in doubt as to the ownership of any materials may deposit the materials with the clerk of the court, which will adjudicate the rights of persons claiming an interest in them.	Primary authorities remain unclear, but the cited article recommends that if the client wants the original file and the attorney desires to maintain a copy, the attorney should bear the copying costs. However, the attorney is simply required to make the file available to the client and is not required to incur costs for shipping.	Allowed <i>Figliuzzi v. District Court</i> , 111 Nev. 338 (1995)	Nevada Rev. Stat. Ann. § 7.055; Denise A. Bradshaw, <i>A View from Bar Counsel: Quick Answers to Common Ethical Dilemmas</i> , Nev. Lawyer (Mar 2013); Nevada Op. 28 (2007)
NH	The client owns the entire file.	Upon request, the attorney has an obligation to provide all files pertinent to representation of the client, including work product. The attorney may include a fee agreement provision expressing an intention to retain certain materials, e.g., personal notes, only if they are not necessary to protect the client's interests. The attorney may be permitted to withhold certain materials where substantially justified.	Absent a written agreement requiring the client to pay reasonable costs of copying his or her file, if the attorney wishes to retain a copy of the client's file, the attorney must pay the associated costs.	Disallowed <i>Averill v. Cox</i> , 145 N.H. 328 (2000)	New Hampshire Ethics Opinions 1986-87/1, 2005-06/3, & 2015-16/05; <i>Averill v. Cox</i> , 145 N.H. 328 (2000); NHBA Ethics Committee, <i>Clients Are Entitled To Their Files</i> , Practical Ethics Article (Dec 1998)

File State Ownership File Production			Copying & Ancillary Costs	Retaining Lien Over File*	Reference
NJ	The client owns the entire file.	The attorney must produce, upon request, the file with everything which is or was essential for the completion of the litigation. The attorney may exclude data taken from another unrelated file.	When a client changes attorneys, the costs of copying materials from the file should rest with the client and his new attorney.	Allowed Brauer v. Hotel Associates, Inc., 40 N.J. 415 (1963)	New Jersey Ethics Opinions 554, 692 & 692 (Supplement)
NM	The client owns the entire file.	The attorney must produce to the client all original documents or other documents that are the client's property. The client is also entitled to, at a minimum, all documents for which the client has paid.	This issue has not been addressed.	Allowed <i>In re Grand Jury Proceedings</i> , 727 F.2d 941 (10th Cir. 1984)	New Mexico Ethics Opinion 2005-01; <i>In re Grand Jury Proceedings</i> , 727 F.2d 941 (10th Cir. 1984)
NY	The client owns the entire file.	Barring a substantial showing by the attorney of good cause to refuse access, the client is entitled to inspect and copy all documents, including work product, for the creation of which they paid during the course of representation. The attorney need not disclose documents which might violate a duty owed to a third party or otherwise imposed by law, or any documents intended for internal law office review and use.	The attorney may retain copies of the file at the attorney's expense. Unless the attorney has already been paid for assemblage and delivery of documents to the client, performing that function is properly chargeable to the client under customary fee schedules of the attorney or pursuant to the terms of any governing retainer agreement.	Allowed <i>People v. Keeffe</i> , 50 N.Y.2d 149 (1980)	New York State Bar Ethics Opinions 766, 780, 1164; <i>Sage Realty Corp. v. Proskauer Rose Goetz & Mendelsohn L.L.P.</i> , 91 N.Y.2d 30 (1997)
NC	The client owns the entire file.	Generally, anything in the file that would be helpful to successor counsel should be turned over. This includes materials provided by the client, such as original instruments, correspondence, and canceled checks. The lawyer should release copies of all correspondence received and generated by the lawyer and all legal instruments, pleadings, and briefs submitted by either side or prepared and ready for submission. Personal notes and incomplete work product need not be released.	The lawyer must incur the cost of making one set of copies to keep as the lawyer's own record of the file. The lawyer may charge the client for copying the file if the client requests more than one copy of the file or a part of the file. The lawyer may charge the client the actual cost of retrieving a closed client file from storage subject to certain conditions.	Disallowed North Carolina R. Prof. Cond. 1.16 cmt. [10]	North Carolina R. Prof. Cond. 1.16 cmt. [10]; North Carolina Ethics Opinions RPC 178, RPC 209 & Formal Opinion 98-9
ND	The client owns the entire file.	The lawyer must produce, regardless of whether the client has paid for them: all materials provided by the client; all pleadings, motions, discovery, memoranda, or other litigation materials which have been served or filed; all correspondence; and all items of evidentiary value. The lawyer need not produce, unless the client has already paid for them: documents drafted but not filed, sent, served, or executed; and any work product not expressly defined in Rule 1.19(b).	In connection with the return of any file or paper, including client files or papers, a lawyer may make copies for retention by the lawyer. The client should not be charged for copies unless the client has agreed, in writing, to be charged or the client has already been delivered a copy of the client's file. While the lawyer must surrender the file to the client upon request, the lawyer need not pack or ship the file to the client.	Disallowed North Dakota R. Prof. Cond. 1.19(a)	North Dakota R. Prof. Cond. 1.19; North Dakota Ethics Opinion 08-05; 1995 N.D. Op. Att'y Gen. L-174
OH	The client owns the entire file.	The attorney must produce all correspondence, pleadings, deposition transcripts, exhibits, physical evidence, expert reports, and other items reasonably necessary to the client's representation. May also include materials acquired or prepared for the representation, investigatory documents, and filed or unfiled pleadings and briefs. Internal law firm memoranda, firm communications or other administrative materials related to the representation, documentation concerning personnel assignments and conflict checks, the lawyer's mental impressions, and drafts of pleadings, briefs, or other filings are not considered client papers or property to which the client is entitled.	Any expense, such as copying costs, incurred by the attorney in turning over the file to a client upon request must be borne by the attorney.	Disallowed. <i>Recovery Ltd. v. Wrecked & Abandoned Vessel</i> , 790 F.3d 522 (4th Cir.2015); <i>In re Hadley</i> , 541 B.R. 829 (Bankr. N.D. Ohio 2015)	Ohio R. Prof. Cond. 1.16(d); Ohio Ethics Opinions 2010-2 & 2019-06

File State Ownership File Production		Copying & Ancillary Costs	Retaining Lien Over File*	Reference	
OK	The client owns the entire file.	The lawyer must produce all materials supplied by the client, all materials for which the client has paid, and any item which the attorney can reasonably anticipate as being useful to the client. Other items that have been created by the lawyer for his own use (and apparently not for the use of the client) need not be returned.	Any items the client has given to the lawyer should be returned to the client and if the lawyer desires to retain copies, it should be at the lawyer's expense. Whether or not the lawyer may charge for copies of other items should be determined by a reference to the lawyer's normal practice (i.e. if the lawyer normally furnishes an existing client with a copy of a document without charge, then the same should be done for a terminated client).	Allowed State ex rel. <i>Oklahoma Bar Ass'n v. Cummings</i> , 863 P.2d 1164 (Okla. 1993)	<i>Oklahoma, Inc. v. Barringer-Thomson</i> , 252 P.3d 844 (Okla. 2011)
OR	The client owns the entire file.	The lawyer must produce the entire file, including: materials provided by the client; litigation materials, including pleadings, memoranda, and discovery materials; all correspondence; all items the lawyer obtained from others, including expert opinions, records, and witness statements; and notes or internal memoranda that may constitute work product. The lawyer need not produce memoranda prepared in whole or in part for another client, notes that do not bear on the case, or documents withheld pursuant to law or court order.	The lawyer cannot charge for copies of original documents provided by the client or prepared by the lawyer, but may retain a copy at the lawyer's expense. Costs to copy other parts of the file are dictated by the fee agreement. The lawyer may not charge for costs to segregate materials the lawyer chooses not to produce, but may charge for segregating materials the lawyer is legally prohibited from producing or not requested by the client. The lawyer may charge copying or labor costs if asked to produce materials previously made available.	Allowed Oregon Rev. Stat. § 87.430)	Oregon Formal Ethics Opinion 2017-192 & 2005-90
PA	The client owns the entire file.	The client is entitled to the entire file, but the lawyer may generally exclude, unless significant: drafts, personal notes, copies of electronic messages, internal office memoranda, and restricted items subject to other legal obligations. However, the client is entitled to specifically request and receive such documents unless there are substantial grounds to decline the request.	The lawyer may retain a copy of the file, but where the client has paid for the creation of the file, the cost of the lawyer's copy should be borne by the lawyer, absent agreement to the contrary. All other costs associated with copying, compiling, and delivering the file should be handled according to the fee agreement.	Allowed <i>Smyth v. Fid. & Deposit Co. of Maryland</i> , 326 Pa. 391 (1937); Pennsylvania Formal Ethics Opinion 2006-300	Pennsylvania Formal Ethics Opinion 2007-100
RI	The client owns the file, excluding work product.	The client is entitled to the entire file excluding the attorney's work product.	The attorney may not charge the client for the time and cost of copying the client's file and, absent an agreement, may not charge for the cost of mailing or otherwise delivering the file. The attorney may retain a copy of the file at the attorney's own expense.	Allowed <i>Tyler v. Superior Court</i> , 30 R.I. 107 (1909)	Rhode Island Ethics Opinions 92-88, 96-35, 2000-6, 2010-06, & 2023-8
SC	Unclear	Absent an agreement, the lawyer must return materials provided by the client, any original documents obtained by the lawyer on the client's behalf, all relevant correspondence, and materials prepared in final form by the lawyer on the client's behalf, including pleadings and legal memoranda. The lawyer need not produce notes regarding personal impressions of the client, documents relating to other matters that were copied to the file for reference, or administrative materials related to the representation.	The attorney must bear the cost to retain a copy of materials provided by the client, original documents obtained on the client's behalf, and other materials the client is due that have not been provided to the client previously. The client should bear the cost of copying materials previously received and any materials which do not belong to the client as a matter of law.	Allowed <i>Matter of White</i> , 328 S.C. 88 (1997)	South Carolina Ethics Opinions 02-11 & 92-37
SD	Unclear	The lawyer must return materials delivered by the client and those for which the client paid. Beyond that, the lawyer should, upon request, provide the client any item which could reasonably be deemed useful to the client. The lawyer need not deliver internal notes and memos generated primarily for the lawyer's own purposes in working on the case.	Whether the lawyer charges for copies of items or for the time searching for material to which the client is entitled is a matter of the lawyer's usual and customary practice with that client or a matter of agreement in the original retainer contract.	Allowed South Dakota Codified Laws Ann. § 16-18-21	South Dakota Ethics Opinion 2001-02, 96-7, & 95-16

File		Copying & Ancillary Costs	Retaining Lien Over File*	Reference	
State	Ownership	File Production			
TN	The file belongs to the client.	The lawyer must promptly surrender documents to which the client is entitled and any work product prepared by the lawyer for the client for which the lawyer has been compensated.	The lawyer may, at the lawyer's own expense, make a copy of client file materials for retention by the lawyer prior to surrender.	Allowed <i>Schmitt v. Smith</i> , 118 S.W.3d 348 (Tenn. 2003)	Tenn. R. Prof. Cond. 1.16(d); Formal Ethics Opinion 2015-F-160
TX	The client owns the entire file.	The lawyer must produce the entire file, including work product and notes related to the client and the lawyer's representation of the client. The lawyer may withhold certain notes (or portions of notes) when required to do so by a court, or where disclosure would violate a duty owed to a third party or cause serious harm to the client.	In the absence of agreement with clients for a different treatment, ordinary costs of complying with applicable rules, whether relating to the treatment of client files or other matters, should be borne by the lawyers incurring these costs and should be treated as part of the costs of providing legal services to clients.	Allowed <i>Casey v. Mar.</i> , 30 Tex. 180 (1867); Texas Ethics Opinion 411	Texas Ethics Opinions 570, 627, & 657; <i>In re McCann</i> , 422 S.W.3d 701 (Tex. Crim. App. 2013)
UT	The client owns at least part of the file.	The client is generally entitled to: all materials the client provided to the lawyer; litigation materials such as pleadings, motions, discovery, and legal memoranda; all correspondence; depositions; expert opinions; business records; exhibits or potential evidence; and witness statements. The client is generally not entitled to: the lawyer's work product and notes; internal memoranda; unfiled or unexecuted documents; information legally prohibited from disclosure; and information whose disclosure would harm the client or aid crime or fraud.	The lawyer may reproduce and retain copies of the client file at the lawyer's expense.	Disallowed <i>In re Discipline of Brussow</i> , 286 P.3d 1246 (Utah 2012)	Utah R. Prof. Cond. 1.16(d) & cmt. [9]; Utah Ethics Opinions 96-02, 06-02 & 06-04
VT	The client owns only part of the file.	The lawyer must produce: all property delivered to the lawyer by the client; the end product of the lawyer's work; and all other material which is useful to the client in fully benefiting from the services of the lawyer. Notwithstanding the foregoing, the lawyer need not deliver internal notes and memos which have been generated for the lawyer's own purposes in working on the client's problem.	This issue has not been addressed.	Allowed <i>In re Bucknam</i> , 160 Vt. 355 (1993)	Vermont Ethics Opinion 1999-07
VA	The client owns the entire file.	The lawyer must provide the client, upon request: all original, client-furnished documents and any originals of legal instruments or official documents; and copies of all communications, client-furnished documents (unless originals returned), transcripts, pleadings, discovery responses, working and final drafts of legal instruments, official documents, investigative reports, legal memoranda and other attorney work product, research materials, and previously submitted bills. The lawyer need not produce copies of billing records and documents intended only for internal use.	If the lawyer wants to keep a copy of original client-furnished or official documents, the lawyer must incur the cost of duplication. The lawyer may bill and seek to collect from the client the costs associated with making a copy of all other materials.	Disallowed Virginia R. Prof. Cond. 1.16(d)-(e)	Virginia R. Prof. Cond. 1.16(d)-(e)

File			Copying & Ancillary Costs	Retaining Lien Over File*	
State	Ownership	File Production		Over File*	Reference
WA	Client has full access to the file, with limited exceptions	The lawyer must produce all documents provided by the client or acquired at the client's expense, and may withhold documents only where the lawyer can reasonably conclude that doing so will not prejudice the client (e.g. drafts, duplicate copies, research material, personal notes), or where documents are subject to a protective order or confidentiality obligation.	Absent an alternative lawyer-client arrangement, the lawyer must bear the costs of copying materials furnished to the client that the lawyer wishes to retain. Although the lawyer may have previously given the client copies of important documents, upon the client's first request for surrender or transfer of the file, the lawyer should provide all documents to which the client is entitled. The lawyer may charge for the first copy if an express agreement so provides and charge is reasonable. If the client subsequently requests additional copies of the file, the lawyer may require the client to pay a reasonable charge for each duplicate copy.	Allowed Washington Rev. Code § 60.40.010	Washington Ethics Opinion 181 & 2024-01
WV	The client owns the entire file.	The attorney must produce all material provided by the client; all correspondence; all pleadings, motions, other filings and discovery, including depositions; all documents with evidentiary value and which are discoverable, such as business records; and all work product for which the client has paid.	The attorney must provide the client with original documents, excluding obvious exceptions such as original fee statements and firm records, but may retain copies. Absent a prior agreement, the attorney bears copying costs unless the copying is for the sole benefit of the client.	Allowed <i>Capehart v. Church</i> , 136 W. Va. 929, 933 (1952)	West Virginia Ethics Opinions 89-02, 92-02 & 2002-01
WI	The client owns the file.	<p>The former client must be provided with all materials the client provided, filed documents, discovery, court orders, executed instruments, correspondence, third-party assessments, legal research and drafts of documents that are relevant to the matter.</p> <p>Lawyer does not have to release materials containing only internal firm communications concerning the client file, such as conflict checks, personnel assignments, advice the lawyer receives concerning the lawyer's own conduct, the lawyer's assessment of the client, such as personal impressions and comments relating to the business of representing the client.</p>	<p>Even if provided to client throughout the representation, the lawyer must bear the cost of providing the client with a copy of the client's file when the representation ends.</p> <p>Because maintaining a copy of the client's file is for the lawyer's benefit, a lawyer who chooses to retain copies of documents surrendered to a client may not charge the client for the duplication costs, including the lawyer's or the lawyer's staff's time in copying the materials.</p>	Disallowed OLR public reprimand of Ross Kinney, 2005-09	Wisconsin Ethics Opinion EF-16-03
WY	Unclear	<p>A lawyer must make the client's file available to a client or former client within a reasonable time following the client's or former client's request. The client's file consists of materials that the client supplied to the lawyer; all correspondence relating to the matter, all papers filed with or by the court, all investigatory or discovery documents, and all intrinsically valuable documents of the client.</p> <p>The client's file does not include a lawyer's administrative files such as conflict checks, billing and accounting records, and communications within a law firm concerning matters of administration such as account creation, billing and collections, logistics, and the assignment and evaluation of personnel assigned to the matter.</p>	A lawyer may at the lawyer's own expense retain electronic or paper copies of documents turned over to the client; and the lawyer is not required to turn over to the client documents for which the client is obligated to pay under the fee agreement but has not paid.	Allowed Wyo. Stat. § 29-9-102	Wyoming R. Prof. Conn. 1.15A

*Most jurisdictions allow a retaining lien, but most also place significant ethical limitations on its execution

This article was authored for the benefit of CNA by:

Mary McDermott

Mary McDermott is a Risk Control Consultant for CNA's Lawyers Professional Liability Program. In this role, she is part of the CNA team helping insureds practice better by providing risk control services. Mary helps craft risk control publications, and she provides direct assistance to insureds when insureds reach out with a concern about their practice. She also presents educational programming on risk control and best practices for addressing the latest troubling issue. Prior to joining CNA, Mary practiced law with national and state bar associations including at the American Bar Association's Center for Professional Responsibility where she staffed the ABA's Standing Committee on Ethics and Professional Responsibility helping those lawyers craft advisory ethics opinions and model rules of professional conduct. Mary is a graduate of the University of Illinois-Urbana (Go Illini!) and received her law degree from DePaul University College of Law.

Don't Miss Out on Future CNA LPL Publications

If you wish to receive the CNA Lawyers' Professional Liability Risk Control monthly publications, you may register [here](#).

About CNA Professional Counsel

This publication offers advice and insights to help lawyers identify risk exposures associated with their practice. Written exclusively by the members of CNA's Lawyers Professional Liability Risk Control team, it offers details, tips and recommendations on important topics from client misconduct to wire transfer fraud.

For more information, please call us at 866-262-0540 or email us at lawyersrisk@cna.com

The author's opinions are their own and have not necessarily been adopted by their employers. The purpose of this article is to provide information, rather than advice or opinion. The information it contains is accurate to the best of the author's knowledge as of the date it was written, but it does not constitute and cannot substitute for the advice of a retained legal professional. Only your own attorney can provide you with assurances that the information contained herein is applicable or appropriate to your particular situation. Accordingly, you should not rely upon (or act upon, or refrain from acting upon) the material herein without first seeking legal advice from a lawyer admitted to practice in the relevant jurisdiction.

These examples are not those of any actual claim tendered to the CNA companies, and any resemblance to actual persons, insureds, and/or claims is purely accidental. The examples described herein are for illustrative purposes only. They are not intended to constitute a contract, to establish any duties or standards of care, or to acknowledge or imply that any given factual situation would be covered under any CNA insurance policy. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All CNA products and services may not be available in all states and may be subject to change without notice. "CNA" is a registered trademark of CNA Financial Corporation. Certain CNA Financial Corporations subsidiaries use the "CNA" trademark in connection with insurance underwriting and claims activities. Copyright © 2026 CNA. All rights reserved. Published 1/26.

