

Digest of Ethics Advisory Panel  
Opinion #91-22, Request #109  
Issued May 23, 1991

An attorney seeks Panel advice concerning the proper measure of recovery for an attorney retained under a contingency fee contract and dismissed without cause by the client prior to final resolution of the matter.

It appears to the Panel that Rhode Island case law has established that an attorney may be discharged by the client at any time, with or without cause, and that the proper measure of recovery of damages by the discharged attorney is the reasonable value of the services performed for that client prior to dismissal. See Lake v. Winfield Fuller Co., 173 A.2d 119, 54 R.I. 358 (1938); Lisker v. Monti, 60 A.2d 485, 74 R.I. 310 (1948). It should be noted that Rhode Island case law does not distinguish between contingency fee contracts and fixed fee agreements in the context of the proper measure of recovery for an attorney who is discharged, with or without cause, prior to the final resolution of the subject matter of the representation.

Ethics Advisory Panel advice is protective in nature. There is no requirement that an attorney abide by a Panel opinion, but if he or she does, he or she is fully protected from any charge of impropriety.