

ETHICS ADVISORY PANEL  
OPINION #94-4 REQUEST #456  
Issued February 23, 1994

The inquiring attorney represents a client who is party to a property settlement agreement incident to divorce. The inquiring attorney did not represent the client in the divorce action. The property settlement agreement states that if recovery is made with respect to the matter in which the inquiring attorney represents the client, the client shall pay his/her former spouse and the former spouse's legal counsel a sum of money. The inquiring attorney asks whether he/she is obligated to withhold any monies recovered by the client in the instant matter absent a court order to do so. The inquiring attorney further queries whether the client's receipt of one type of benefits represents a "settlement" of his/her claim as contemplated within the terms of the property settlement agreement.

As to the inquiring attorney's first question, the Panel does not believe the inquiring attorney is obligated to withhold monies recovered by the client in the matter. The Property Settlement Agreement requiring the client to pay his/her former spouse and the former spouse's legal counsel is between the client and the client's former spouse. The inquiring attorney is not a party to that agreement, undertook no responsibility in respect of that agreement and did not represent the client in the matter that gave rise to the agreement. Thus, the Panel concludes the inquiring attorney is not ethically obligated to withhold monies recovered by the client.

With respect to the inquiring attorney's second query, the Panel declines to render a response pursuant to Rule 2(g) of the Rules of the Ethics Advisory Panel as the response would require resolution of questions concerning substantive law outside the area of legal ethics and discipline.