

Final

ETHICS ADVISORY PANEL
OPINION 96-17, - REQUEST # 671
Issued - July 11, 1996

FACTS:

Client, who sought legal representation from the inquiring attorney, brought her fiancé to a conference with counsel. The fiancé paid for and co-signed an engagement letter undertaking responsibility for the fee. The inquiring attorney clearly explained to the fiancé that he was not the client regardless of who paid the legal fee. Soon thereafter, the fiancé telephoned the inquiring attorney to inform him /her that the engagement was off, but he would continue to pay the fee. Two weeks later, fiancé requested the remainder of the unused fee held in the client's account. The inquiring attorney informed fiancé that he/she could not disburse the funds without the client's consent. Thereafter, Client told the inquiring attorney that she believed the fee to be a gift and instructed the inquiring attorney not to disburse any funds to fiancé.

ISSUE PRESENTED:

The inquiring attorney asks what obligations he/she has to refund any unused fee to the fiancé.

OPINION:

None.

REASONING:

The inquiring attorney's obligation is only to his/her client and not to a third party.

Rule 1.8(f) prohibits an attorney from accepting compensation for representing a client from anyone other than the client unless:

- (1) the client consents after consultation;
- (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; and
- (3) information relating to representation of a client is protected as required by Rule 1.6.

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In the present situation, the inquiring attorney cannot compromise his/her duty of loyalty to the client despite who paid the legal fee. The attorney must return the unearned portion of the fee to the client. The actual fee dispute is between the client and ex-fiancé.