

STATEWIDE GRIEVANCE COMMITTEE

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ETHICS OPINION 84-1

A lawyer is retained by an individual with respect to two separate and distinct claims. After suits are filed, settlements are reached in both matters. In the first matter, the defendant sends a check, payable solely to the client, to the plaintiff's lawyer. In the second matter, the defendant sends a check, payable to the client and to the lawyer as co-payees, to the plaintiff's lawyer. The lawyer does not have written authorization to negotiate the instruments. May the lawyer negotiate either of the checks?

"The legal question on which this case turns is therefore the still narrower one of whether an attorney, specifically authorized to compromise a claim and collect the proceeds, may endorse the client's name on a check or draft tendered to effect the settlement. The decisions on this question are in clear and irreconcilable conflict. [Citations omitted.] We believe that the better, and clearly the majority rule is that no such authority exists. [Citations omitted.]" *Florida Bar v. Allstate Ins. Co.*, 391 So.2d 238, 239 (1980).

The Connecticut Statewide Grievance Committee recently adopted the majority rule. Hence, in Connecticut, a lawyer may not negotiate a check payable solely to a client or jointly to the client and to the attorney. In adopting this position, the Committee considered ECs 1-5, 9-2, 9-6 and DR 1-102.
