

Committee Opinion
April 13, 1982

LEGAL ETHICS OPINION 449

EXPERT WITNESS – CONTINGENT
FEE.

It is not improper for a lawyer to enter into a contract with his client and a medical expert whereby the medical expert furnishes technical assistance on a contingent fee basis.

The Committee recognizes the reality noted in *Schackow v. Medical-Legal Consulting Service, Inc.*, 416 Md. App. 179, 414 A.2d 1303 (1980) that a client who can only afford a lawyer under a contingent fee arrangement can hardly be expected to be able to pay a consultant on some other basis. Where the extent of the lawyer's involvement in the contract between expert and client is solely to acknowledge the client's assignment, for purposes of paying the expert's fee out of a portion of any settlement proceeds coming into the lawyer's hands, such participation by the lawyer is not improper. The proscription in DR:7-108(C) applies to expert witnesses, not to consultants. [See II: DR:5-103(B).]

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