

Ethics Inquiry Question of the Month: January 2026 – Client’s Offer of a Monetary Gift

Summary: This month’s question deals with the situation where a lawyer obtained a significant recovery for a client, and after the funds were distributed and the lawyer collected their fee, the client offered the lawyer a monetary gift as a way to show their appreciation for the lawyer’s work. Rule 1.8 of the Illinois Rules of Professional Conduct provides guidance on how to navigate this situation. Rule 1.8(c) prohibits lawyers from soliciting any substantial gift from a client, but Comment [6] to Rule 1.8 makes it clear that a lawyer may accept a gift from a client “if the transaction meets general standards of fairness.”

Question: A lawyer obtained a significant recovery in a client’s case, and the funds have been distributed. Client invites the lawyer to dinner with the client’s family. At dinner, the client announces their intention to make a monetary gift to the lawyer as a gesture of appreciation for the lawyer’s work in bringing about the successful conclusion to the client’s case. The lawyer declines the offer because they have already been paid for their legal services, but the client insists. Can the lawyer accept the offered monetary gift from the client?

Discussion: Rule 1.8 of the Rules of Professional Conduct (which is entitled “Conflict of Interest: Current Clients: Specific Rules” in Illinois and “Client-Lawyer Relationship” in the American Bar Association’s Model Rules of Professional Conduct) addresses a number of situations in which a lawyer’s interest may conflict with that of a current client, including business transactions between lawyers and clients, gifts from clients, and providing financial assistance to a client.

Because lawyers and their clients often develop friendships in the course of working together, it is not unusual that they may socialize and take other actions that are common between friends, including the exchange of gifts. Rule 1.8(c) provides guidance concerning the circumstances under which such gifts may be appropriate and when they should be avoided.

Rule 1.8(c) prohibits lawyers from soliciting “any substantial gift from a client, including a testamentary gift,” or preparing “on behalf of a client an instrument giving the lawyer or a person related to the lawyer any substantial gift unless the lawyer or other recipient of the gift is related to the client” (which, the Rule explains, includes a spouse, child, grandchild, parent, grandparent or other relative or individual “with whom the lawyer or the client maintains a close, familial relationship.”)

Comment [6] to Rule 1.8 explains that a lawyer may accept a gift from a client “if the transaction meets general standards of fairness.” Such gifts could include “a simple gift such as a present given at a holiday or as a token of appreciation[.]” The Comment goes on to note that more substantial gifts are not prohibited by Rule 1.8(c), but that such gifts “may be avoidable by the client under the doctrine of undue influence, which treats client gifts as presumptively fraudulent.” Finally, based on “concerns about overreaching and imposition on clients, a lawyer may not suggest that a substantial gift be made to the lawyer or for the lawyer’s benefit, except where the lawyer is related to the client[.]”

In the situation described by the caller, it is clear that the lawyer did not solicit the proposed gift. The offer was made by the client. Nor does it appear that the lawyer and client are related or that they maintain the type of “close, familial relationship” contemplated by the Rule. What is unclear is the amount of money the client wishes to give the lawyer, and where the proposed gift falls on the continuum between “a present given at a holiday” or something considerably more substantial. The lawyer’s initial decision to decline the client’s offer may be an indication that they were uncomfortable with the amount of the gift. If the proposed gift can be considered to be “substantial,” the lawyer may wish to continue to decline the client’s offer, since the lawyer’s acceptance of a substantial gift, even if they did not solicit it, may subject them to later claims that the gift was the result of undue influence and therefore presumptively fraudulent. If the client continues to insist, the lawyer may suggest that the client instead donate the money to a charity of the client’s choosing or that they secure independent legal advice about the issues associated with making such a gift.