The Supreme Court of Kansas
Kansas Judicial Center
Topeka, Kansas 66612-1507

JUDICIAL ETHICS ADVISORY PANEL

Judicial Ethics Opinion JE-68

September 16, 1996

QUESTION: Canon 5 C (2), 1995 Kan. Ct. R. Annot. 419, 420, permits the campaign committee for a judicial candidate to solicit contributions for as long as 90 days after the last election in which the candidate participates.

These questions are posed: May the campaign committee solicit funds for 90 days after the election even though the candidate was unopposed? And may the contributions received after a general election be used to pay expenses and indebtedness incurred in the earlier primary election?

ANSWER: The answer is Yes, Canon 5 C (2) does not prohibit such solicitation or the proposed use of the campaign funds.

However, we should note that we construe only the Code of Judicial Conduct, 1995 Kan. Ct. R. Annot. 396 et seq., and we do not opine that such conduct is permitted by the election laws, or any other statutes, of the State of Kansas.

QUESTION: May a judge-elect enter into an agreement with another lawyer to handle pending contingency fee cases which the judge-elect was handling, which proposed contract will provide that the other lawyer will complete the cases and split the fees with the judge-elect?

ANSWER: The judge-elect may enter into an agreement with another lawyer to handle the cases, but the judge-elect should be paid only for the work he or she has done. We do not believe that a free-splitting arrangement is appropriate under the circumstances. Payment for work done may be made, of course, when the cases are concluded.

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QUESTION: While in private practice, the judge-elect entered into a contract for "Yellow Page" advertising in the local telephone book. The contract provides for substantial monthly payments which will continue for approximately twelve months after the general election.

May the judge-elect arrange to route the calls generated by that advertisement to another lawyer who will agree to make the remaining payments under the contract?

ANSWER: No. The judge-elect's name undoubtedly appears in the telephone advertisement. Carrying out the proposed arrangement with the other lawyer would be "lend[ing] the prestige of judicial office to advance the private interests of the judge or others." This is prohibited by Canon 2 B, 1995 Kan. Ct. R. Annot. 401.

Robert H. Miller, Chairman

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