

# JACKSON & WILSON

A PROFESSIONAL LAW CORPORATION

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PLEASE REPLY TO  
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## **Attorney To Attorney Referral Agreement**

The purpose of this Attorney to Attorney Referral Agreement (hereinafter "Agreement") is to promote and document new client referrals (hereinafter "Clients" or "Referrals") to you and your law firm. It is intended to encourage a long-term "win-win" relationship between our respective offices and to encourage the referral of new clients in full written compliance with California State Bar Rule 2-200.

As you may already know, California has allowed for the payment of attorney to attorney referral fees since 1975. In Moran v. Harris, (1982) 131 Cal.App.3d 913, the court noted that attorney to attorney referral fees are a good economic incentive for lawyers to seek out and refer cases to other lawyers more experienced in certain areas of law. With this in mind and when appropriate, we would like the opportunity to provide you with new client referrals in exchange for the eventual payment a referral fees pursuant to California State Bar Rule 2-200. Please note that we practice what we preach and always look forward to a reciprocal referral relationship when other attorneys are thoughtful enough to refer new cases to our firm.

Overview- When a potential new client referral contacts our office, we will provide them with your name and number and instruct them to immediately contact you for possible legal services. At the same time, we will also obtain their permission for you to contact them should you desire to do so. We will then call, mail, fax and/or email the new client information to you confirming the referral and providing you with the potential client's contact information. Whether or not you decide to take the case is of course completely up to you.

1. Your Decision- Whether or not you agree to accept a new client referral is completely up to you. Just let us know you're your decision is.
2. Comply With State Bar Rules- You agree to fully comply with California State Bar Rule 2-200 and to include the necessary written client consent referral fee language in your Attorney-Client Retainer Agreement or separate document which will be concurrently signed by the referred client.
3. 10 Day Update- Within ten days of a new client referral being made to your office, you will confirm by facsimile (949.315.3687) whether or not you have been contacted by the client and whether or not you have agreed to accept the case.
4. List of Referrals- You will maintain a list of active referrals made to your office by our firm designed to allow for quick and efficient status updates. This avoids a short "notation in the file" being inadvertently overlooked when a case is resolved months or years later (unfortunately we've seen this happen from time to time with other firms).
5. Updates- On the 10th day of January, May, and September, you will provide Jackson & Wilson, Inc. with a facsimile status update of each referral. A short, one or two sentence update is fine. Said update should be faxed to 949.315.3687.

6. Payment of Referral Fee- At the conclusion of the referred case, you agree to timely provide an attorney to attorney referral fee pursuant to the terms and conditions of this Agreement and in the amount of 20% of your net attorney fees (after costs and expenses). Said payment shall be accompanied with a final "full disclosure" itemization of all gross and net case proceeds, expenses, costs and fees. We understand that each case is different and any necessary adjustments to the referral percentage may of course be discussed, agreed to and confirmed in writing. Checks should be made payable to "Jackson & Wilson, Inc."

7. Mediation and Arbitration- All disputes, if any, concerning this agreement, shall be resolved by non-binding mediation and if unsuccessful, binding arbitration with JAMS or Judicate West.

8. Total Agreement- This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made before, during or subsequent to the effective date of this agreement will be binding on the parties. This agreement may only be modified by a subsequent signed written agreement between the parties. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of this agreement shall be deemed valid.

9. Good Faith and Best Efforts- The parties to this agreement promise to act in good faith and use their best efforts to comply with the terms and conditions of this agreement. Of course, either party to this agreement is free to make, accept or reject attorney to attorney referrals from other attorneys. This agreement is simply intended to document the referral relationship between the attorneys or law firms indicated herein. The mutual goal of the parties to this agreement is to develop and maintain a long-term win/win professional referral relationship with each other. Copies, facsimiles or other electronic duplicates of this signed agreement are valid as an original.

[  ] By initialing this box, it is agreed and understood that this agreement shall be reciprocal in nature between the parties. That is, Jackson & Wilson, Inc., agrees to also pay attorney to attorney referral fees relative to new client referrals made to our firm. Furthermore, Jackson & Wilson, Inc. will abide by all terms and conditions of this agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jon Mitchell "Mitch" Jackson  
Jackson & Wilson, Inc.

I look forward to receiving referrals from Jackson & Wilson, Inc. As such, I/we have read and understand the foregoing terms and conditions and agree to each of them.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Please Print- Attorney/ Law Firm Name  
and Legal Capacity to bind Law Firm

Simply return the agreement to our office and we'll take it from there! Mail, Fax (949-315.3687), Email (mjackson@jacksonwilson.com) or stop by, drop it off and say hello! Once the agreement is processed, we will provide you with a signed copy.