

DISCLOSURE AND CONSENT

1. [Name of firm] was retained on [date], by [name of client] to [describe services to be performed].
2. The representation is under the terms of [a written/an oral] agreement that provides, among other things, that the fee for the service will be [state amount or describe basis on which fee will be computed]. [A copy of the agreement is attached.]
3. [Name of firm] desires to refer the matter to [name of new firm] to represent [name of client] [on the same terms and conditions/describe new terms and conditions].
4. [Name of new firm] will pay [name of old firm] [state amount or describe method of computing amount, e.g., 10 percent of net recovery] for [describe services rendered by old firm].
5. The payment will be at the expense of [name of new firm], and the change in representation will not be the cause of any increase in fees.

Date: [Typed name of old firm]
[Signature of attorney]
[Typed name]
Attorney for XXXXX

Date: [Typed name of new firm]
[Signature of attorney]
[Typed name]
Attorney for XXXXX

I understand that my case is being referred to [name of new firm] and that [name of new firm] will pay [name of old firm] [state amount or describe method of computing amount, e.g., 10 percent of net recovery]. I consent to the referral and fee splitting.

Date: XXXXX [Signature of client]
[Typed name]

[The referring attorney's right to receive a contingent fee referral matures only on the agreed contingency, e.g., judgment or settlement in favor of the client. On contingent fee agreements. If the client's legal fees may increase, not solely because of the referral but because additional or broader services will be provided, the attorney and the client should agree to a provision concerning this possibility in the disclosure and consent form. The client should be given an opportunity to seek the advice of independent legal counsel on the matter.]