

## REFERRAL FEE DISCLOSURE AND CONSENT

Client hereby consents to the terms of the following referral fee arrangement prior to the time of the proposed referral or association between attorneys:

- Lawyers or Law firms participating in fee sharing agreement:  
Referring Lawyer or Law Firm: \_\_\_\_\_  
Handling Law Firm (Law Firm receiving referral): BEHR LAW FIRM
- Total amount of contingency fee (hereafter referred to as "Total Fee"): 33.33% of the total recovery, if any, if the claim is settled prior to the filing of a lawsuit or 45% of the total recovery, if any, obtained after the filing of a lawsuit as described in the Attorney/Client Agreement.
- The referral arrangements between Referring Lawyer/Law Firm and Handling Law Firm are determined as follows: (Check One):
  - Proportionate Services Referral:** The referral fee will be calculated based upon the proportion of services provided to Client by both Referring Lawyer/Law Firm and Handling Law Firm and will be paid from the Total Fee. The amount of the referral fee will be calculated at the end of the representation. It will be based upon the legal services provided to Client by each Lawyer/Law Firm involved in the representation beyond those services involved in initially seeking to acquire and being engaged by the Client.
  - Joint Responsibility Referral:** The referral fee is calculated based upon the joint responsibility for services provided to Client by both Referring Lawyer/Law Firm and Handling Law Firm and will be paid from the Total Fee. The amount of the referral fee (if any fee is earned) that will be paid to Referring Lawyer/Law Firm will be 33.333% of the Total Fee. In accepting joint responsibility, Referring Lawyer/Law Firm will make reasonable efforts to assure adequacy of representation, provide adequate client communication, respond to Client questions, and assist Handling Law Firm when necessary. Handling Law Firm will keep Referring Lawyer/Law Firm reasonably informed of the matter.
- Even though Client initially sought or retained the services of the Referring Lawyer/Law Firm and will now be represented by Handling Law Firm, Client will only pay one attorney fee, the Total Fee. The referral fee will be paid from the Total Fee.
- In addition to the Total Fee, Client understands that any reasonable and necessary expenses actually incurred on behalf of Client by Referring Lawyer/Law Firm or Handling Law Firm will be reimbursed to Referring Lawyer/Law Firm or Handling Law Firm out of Client's portion of any recovery.

Client acknowledges and understands that Referring Lawyer/Law Firm and Handling Lawyer are not in or a part of the same firm. Client further acknowledges that the total fee to be charged is reasonable and is not unconscionable considering, among other things, the nature of the fee agreement (contingency fee), the legal expertise involved in the representation, the legal issues involved in the representation, and the amount of work and investment of resources necessary to prosecute the Client's case.

SIGNED this \_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Referring Lawyer/Law Firm  
Print Name of Firm: \_\_\_\_\_

\_\_\_\_\_  
For BEHR LAW FIRM  
Handling Law Firm