
IN THE SUPREME COURT OF ILLINOIS

FERRIS, THOMPSON & ZWEIG, LTD,

Plaintiff-Appellee,

vs.

ANTHONY ESPOSITO,

Defendant-Appellant.

) On Appeal from the Appellate Court of
) Illinois, Second District No 2-15-1148
)

) On Appeal from the Circuit Court of
) the Nineteenth Judicial District, Lake
) County, Illinois
)

) General No. 13 L 483
)

) Honorable Thomas Schippers
) Trial Judge
)

)

BRIEF OF PLAINTIFF/APPELLEE
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ORAL ARGUMENT REQUESTED

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NATURE OF THE ACTION

Plaintiff filed a complaint seeking money damages against the Defendant based on the breach of attorney referral fee agreements. Defendant filed a Motion to Dismiss the Complaint. The trial court granted the Motion to Dismiss and denied Plaintiff's Motion for Reconsideration from which this appeal is taken.

Defendant's brief omits a statement regarding questions raised by the pleadings. The question raised on the pleadings is whether the Complaint alleged sufficient facts, viewed in a light most favorable to the Plaintiff, to survive a Motion to Dismiss.

ISSUE PRESENTED FOR REVIEW

Whether the trial judge properly denied the Plaintiff's Motion for Reconsideration granting Defendant's Motion to Dismiss.

STANDARD OF REVIEW

The trial court's decision on a motion to dismiss is reviewed de novo. Borowiec v Gateway 2000, Inc., 209 Ill.2d 376, 383 (Ill., 2004)

The construction of a rule is a question of law reviewed de novo. In re Stornment, 203 Ill.2d 378, 786 N.E.2d 963, 272 Ill. Dec. 129 (Ill., 2002)

STATEMENT OF FACTS

FERRIS, THOMPSON & ZWEIG, LTD, (hereinafter referred to as "Plaintiff"), filed a small claims case on February 3, 2012 (hereinafter referred to as "FTZ I"), seeking recovery of money due and owing to it from Defendant, attorney ANTHONY ESPOSITO (hereinafter referred to as "Defendant"), arising from his failure to make payments of attorney fees pursuant to written referral fee agreements between the parties. The Supreme Court of Illinois ultimately heard and resolved FTZ I in Plaintiff's favor. Ferris, Thompson & Zweig, Ltd. v. Esposito, 2015 IL 117443.

At the conclusion of the trial in FTZ I, Judge Michael Fusz ruled that the referral fee agreements complied with Illinois Rules of Professional Conduct of 2010, Rule 1.5(e) (hereinafter "Rule 1.5"), and entered judgment for Plaintiff. A. 70-71. Defendant appealed the trial court's decision, claiming the Workers' Compensation Commission had exclusive jurisdiction over worker's compensation generated referral fees. The Second District Court of Appeals disagreed holding the circuit court had jurisdiction to hear the dispute. Ferris, Thompson & Zweig, Ltd. v. Esposito, 2014 IL App (2d) 130129. The Supreme Court of Illinois granted the Defendant's Petition for Leave to Appeal and affirmed the appellate court by holding that the circuit court's jurisdiction was not divested by the Workers' Compensation Act. Ferris, Thompson & Zweig, Ltd. v. Esposito, 2015 IL 117443.

While FTZ I was on appeal, the Defendant failed to pay Plaintiff referral fees based upon additional workers compensation case settlements subsequent to FTZ I. Consequently, on July 8, 2013, Plaintiff filed the instant law division lawsuit (hereinafter referred to as "FTZ II") seeking in excess of \$50,000 in damages. A. 1-50. The referral

agreements in FTZ I (A.51-52) and FTZ II (A.25-26) are identical.

The referral agreements, which are part of the Second Amended Complaint, states the respective services the Plaintiff and Defendant were to provide to the client and the division of fees in proportion to those services. Specifically, the Plaintiff was responsible to (1) assist Defendant with initial interviews and document preparation (2) assist Defendant with client contact and communications (3) provide translation services (4) keep a duplicate file of the client's claim. A.25-26, A.29-30.

Defendant filed a 2-615 Motion to Dismiss relying on Fohrman and Associates, Ltd. v. Marc D. Alberts, P.C., 2014 IL App (1st) 123351 which held that failing to include express "joint financial responsibility" language in a referral fee agreement does not strictly comply with Rule 1.5 and bars recovery of referral fees. A.53-55 Since the Plaintiff's referral fee agreements did not contain the phrase "joint financial responsibility", the trial court, relying upon the Fohrman decision, found that the agreements did not strictly comply with Rule 1.5 and were therefore unenforceable. The trial court granted Defendant's Motion to Dismiss and dismissed the case with prejudice. A.56-61.

The Plaintiff had unsuccessfully argued at the Motion to Dismiss and Motion for Reconsideration hearings that collateral estoppel precluded the Defendant from challenging the enforceability of the contracts between the parties. The Plaintiff argued the issue of Rule 1.5 compliance had already been litigated and ruled upon in FTZ I.

Specifically, Defendant's attorney in FTZ I argued in support of his oral Motion for a Directed Verdict, that "the attorneys cannot enter into contracts... that does (sic) not fall within the bounds of the law...and Rule 1.5...is very clear...each lawyer assumes joint financial responsibility...confirmed in writing...". A. 63.

The trial court disagreed with this argument and Defendant chose not to raise the Rule 1.5 issue on appeal. Rather, the Defendant appealed only the circuit court jurisdictional issue which this Court ultimately rejected. Ferris, Thompson & Zweig, Ltd. v. Esposito, 2015 IL 117443.

Notwithstanding Defendant's Rule 1.5 argument quoted above in FTZ I, the trial court in FTZ II stated in its July 2, 2015 Order granting the Defendant's Motion to Dismiss:

More pointedly, defense counsel (in FTZ I) never requested that the court dismiss the complaint because the contracts did not strictly comply with Rule 1.5(e). A.58.

ARGUMENT

INTRODUCTION

In one of the earliest reported Illinois referral fee cases, English v McConnel, 23 Ill. 513 (1860), this Court denied Mr. English a 50 % referral fee since he had not participated in prosecuting the lawsuit. The early prevailing philosophy was to award attorney fees to only attorneys that personally earned them.

When the ABA Model Code of Professional Responsibility was adopted in 1969, DR 2-107 (A) prohibited fee splitting between lawyers unless "The division is made in proportion to the services performed and responsibility assumed by each". Referral fees were not allowed under the disciplinary rule.

That sentiment changed based upon the recognition that it served the best interests of the client to financially incentivize a marginally capable attorney to refer a legal matter to a more experienced, knowledgeable or capitalized attorney. As early as 1913, an Illinois court recognized a general custom in the legal profession of a one-third division of fees to the referring lawyer regarding a collection matter. Parker v Gartside, 178 Ill.App. 634 (1st Dist. 1913) The Parker Court affirmed a judgment against an Illinois lawyer for failing to pay a customary one-third referral fee to a Washington lawyer. There was no written referral agreement between attorneys Parker and Gartside.

I. RULE 1.5 DOES NOT REQUIRE EXPRESS “JOINT FINANCIAL RESPONSIBILITY” LANGUAGE IN AN ATTORNEY REFERRAL AGREEMENT TO BE ENFORCEABLE

Defendant argues that Fohrman and Associates, Ltd. v. Marc D. Alberts, P.C., 2014 IL App (1st) 123351 stands for the proposition that the assumption of joint financial responsibility must be expressly stated in the referral agreement. In Fohrman, the attorney did not inform his clients in writing of the fee sharing arrangements, what work was to be done by which attorney, or the exact split in fees. Fohrman admitted that his actions did not strictly comply with Rule 1.5, but substantially complied. The court found that in the absence of strict compliance, the agreements were unenforceable.

Strict compliance, according to the Fohrman decision requires that the attorney-client agreement inform the client “of the fee-sharing arrangement based on referrals, the exact split in fees, and that (the referring and receiving attorneys) had assumed equal financial responsibility”.

Fohrman is distinguishable in that here, Plaintiff informed the clients in writing of the two law firms dividing fees, the amount of the fee division and specifically enumerated the services to be provided by the respective attorneys.

To the extent Fohrman is read to require that the attorney-client agreement inform the client in writing of the referring and receiving attorneys’ joint financial responsibility, the Plaintiff respectfully requests that this Court overrule the decision.

Rule of Professional Conduct 1.5(e) provides as follows:

A division of fees between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer, or if the

primary service performed by one lawyer is the referral of the client to another lawyer and each lawyer assumes joint financial responsibility for the representation;

(2) the client agrees to the arrangement, including the share each lawyer will receive, and the agreement is confirmed in writing; and

(3) the total fee is reasonable.

When interpreting a Supreme Court rule, the plain language of the rule is paramount. As the Court explained in Roth v. Illinois Farmers Insurance Co., 202 Ill.2d 490, 493, 270 Ill.Dec. 18, 782 N.E.2d 212 (Ill., 2002), courts interpret a Supreme Court rule in the same manner that they use to interpret a statute, namely, by ascertaining and giving effect to the intent of the drafter. When interpreting a court rule, courts may not alter the rule or read into it exceptions or limitations, no matter how beneficial or desirable the result. State Farm Insurance Mutual Automobile Insurance Co. v. Hayek, 349 Ill.App.3d 390, 392 (2nd Dist. 2004).

Here, Rule 1.5 simply requires the agreement, including the respective shares of fees each lawyer receives, be confirmed in writing. “The agreement”, which must be confirmed in writing, refers to a client and separate law firms agreeing to divide a specific amount of attorney fees. While an enforceable agreement must also include joint financial responsibility and reasonable fees, these conditions need not “be confirmed in writing”. These are conditions implied in law.

In contract parlance, the client’s agreement to the referral fee and the respective fee division are express terms mandated by Rule 1.5. “Joint financial responsibility” and reasonable fees are implied terms mandated by Rule 1.5. Should the referral agreement contain waiver language attempting to insulate the referring attorney from legal

malpractice, the agreement would be unenforceable under Rule 1.5. “Joint financial responsibility” need not appear in a referral agreement any more so than the third Rule 1.5 prong requiring that the “total fee is reasonable.” To require attorneys to declare in a written referral agreement that their fees are reasonable before services have been rendered would be presumptuous and absurd.

Williston on Contracts 4th, Sec 38:11 (2013) explains the distinction between express and implied conditions to a contract which lies at the heart of the issue before this Court:

Conditions may be created by the manifested intention of the parties to a contract, or they may be created by the law from the terms or nature of the contract without any manifestation of assent to their creation. Thus, conditions fall into two broad classes:

- (1) express conditions, those conditions agreed to and imposed by the parties themselves, including those which are implied in fact from the express language used by the parties, or from surrounding circumstances, and
- (2) constructive conditions, also frequently called conditions implied in law, which have nothing to do with the expressed intentions of the parties (although, had they thought about it, they might well have incorporated the condition), but are imposed by the courts to achieve justice or prevent injustice.

The current incarnation of Rule 1.5 became effective January 1, 2010. The prior version of Rule 1.5, effective from August 1, 1990 to January 1, 2010, sheds light on this Court’s intent regarding what the written agreement must contain. The 1990 version of the rule specified what the written agreement must contain in paragraph (g):

...A lawyer shall not divide a fee for legal services with another lawyer who is not

in the same firm, unless the client consents to employment of the other lawyer by signing a writing which discloses (emphasis added):

1. That a division of fees will be made;
2. the basis upon which the division will be made, including the economic benefit to be received by the other lawyer as a result of the division; and
3. the responsibility by the other lawyer for the performance of the legal services in question.

Notably absent from the list of three required written disclosures is any reference related to “joint financial responsibility”. When this Court intends specific language be included in a legal document, the Court will so state. For example, several Supreme Court Rules provide that language be included “in substantially the following form ” : Supreme Court Rule 101 Summons; Supreme Court Rule 108, Explanation of Rights of Heirs; Supreme Court Rule 239, Jury Instructions shall contain a notation of IPI, modified IPI or non-IPI; Supreme Court Rule 296, Uniform Order for Support, etc.

Rule 1.5 does not require “joint financial responsibility” to be written in referral agreements, nor should it. This Court dictates what public policy requires. Written disclosure of a referring lawyer’s potential malpractice liability in a fee splitting agreement should not be mandatory. “Joint financial responsibility” essentially refers to the financial responsibility of the referring lawyer for potential malpractice actions against the receiving lawyer.” In re Storment, 203 Ill.2d 378, 786 N.E.2d 963, 272 Ill. Dec. 129 (Ill., 2002).

Informing the client, as a matter of public policy, that both the referring and receiving attorney are potentially liable for malpractice is satisfied by a written referral agreement which contains the names of both attorneys. Should legal malpractice occur, the

client would have written evidence to support a claim against the separate law firms.

This is consistent with our sister States 1.5 rules. (See Compilation of Sister States 1.5 Rules A.74-91).

While Illinois is the only State rule which refers to “joint financial responsibility”, thirty-six States rules refer to “joint responsibility”:

Alabama, Alaska, Arizona, Arkansas, Colorado, Florida, Georgia, Hawaii, Indiana, Idaho, Iowa, Kentucky, Maryland, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, West Virginia, Wisconsin, Wyoming.

Thirteen States rules make no reference to “joint responsibility”:

California, Connecticut, Delaware, Kansas Louisiana, Maine, Massachusetts, Michigan, Nevada, New Hampshire, Oregon, Pennsylvania, Virginia.

Two States require no fee splitting writing of any kind, namely, Michigan and Kansas.

The States which refer to joint responsibility all provide that each lawyer assumes joint responsibility for the representation and that the agreement to fee split and the amount of the fee split must be in writing. None of the State’s rules explicitly require that joint responsibility language must be in writing.

When considering what public policy should dictate, the nature of the public interest at stake should also be balanced by this Court. While mindful of the paramount interests of the client, to put things in perspective, Plaintiff’s research has not uncovered a

single Illinois case involving a referring attorney's liability for a "negligent referral". If one accepts the notion that a person should be accountable for his own actions, a trier of fact would be hard-pressed to find a referring lawyer accountable for the handling lawyer's negligence. Especially if the referring lawyer could provide some evidence that he reasonably believed the handling lawyer was capable. Also, it is not reasonable to expect the referring attorney to monitor the receiving attorney's compliance with critical filing and discovery deadlines. While the referring attorney has a duty to be circumspect in referring a legal matter, he should not be a guarantor of the quality of services provided by the receiving attorney.

It follows that there does not appear to be a compelling client interest in need of protection by an obscure legal phrase unlikely to enlighten the client that both the referring and receiving attorneys are liable for legal malpractice. In fact, Defendant's attorney who prepared and argued the issue in FTZ I misunderstood the term "joint financial responsibility" to mean a lawyer's contribution toward court costs:

The Court: You're saying costs are the same as financial responsibility for the representation under the Rule 1.5?

Mr. Saalfeld: Yes, I'm saying that costs related to the prosecution of the claim whether they be subpoena fees, deposition fees, whatever is related the attorney participating must perform -- is entitled to compensation * * * only if he actually assumed joint responsibility, financial responsibility for the representation. A.65.

Court rules should be construed in a manner which avoids an absurd result. People v. Fulmer, 2013 IL App (4th) 120747. If lawyers do not understand the meaning of the term "joint financial responsibility", clients are even less likely to understand it.

II. MOTION TO DISMISS SHOULD BE DENIED UNLESS NO SET OF FACTS CAN BE PROVEN ENTITLING THE PLAINTIFF TO RECOVER

Defendant filed a Motion to Dismiss pursuant to 735 ILCS 5/2-615 (West 2014) (hereinafter referred to as a “2-615 Motion”) relying on Fohrman and Associates, Ltd. v. Marc D. Alberts, P.C., 2014 IL App (1st) 123351, which held that failing to include express “joint financial responsibility” language in a referral fee agreement does not strictly comply with Rule 1.5(e) and bars recovery of referral fees. A.53-55.

Arguably, defendant’s 2-615 Motion should have been brought under section 2-619 where “the claim asserted against defendant is barred by other affirmative matter avoiding the legal effect of or defeating the claim” 735 ILCS 5/2-619 (a)(9). See Gamboa v Alvarado, 407 Ill.App. 3d 70 (1st Dist 2011) reviewing a 2-619 motion to dismiss illegal contracts involving fast tracking U.S. citizenship documentation.

The standard of review under section 2-615, is whether the allegations of the complaint, when viewed in a light most favorable to the plaintiff, are sufficient to state a cause of action upon which relief can be granted. When ruling on a section 2-615 motion, a trial court is to dismiss the cause of action only if it is clearly apparent that no set of facts can be proven which will entitle the plaintiff to recovery. Borowiec v Gateway, Inc., 209 Ill.2d 376 (Ill. 2004).

The standard of review under section 2-619 is similar. When ruling on whether an affirmative matter avoids the legal effect of or defeats the claim, the trial court must accept as true all well-pleaded facts in plaintiff’s complaint and all inferences that can be reasonably drawn in plaintiff’s favor. A cause of action should not be dismissed with prejudice unless it is clear that no of facts can be proved under the pleadings which would

entitle plaintiff to relief. Morr-Fitz, Inc., v. Blagojevich, 231 Ill.2d 474 (Ill. 2008) By statute, exhibits are part of the pleadings if the claim is founded upon a written instrument as it is here. 735 ILCS 5/2-606. Cases are not tried at the pleadings stage, so a claimant need only show a possibility of recovery, not an absolute right to recover, to survive a section 2-615 motion. Platson v. NSM America, Inc., 322 Ill.App.3d 138 (2nd Dist. 2001).

Here, the Defendant's brief repeatedly characterizes the Attorney-Client Agreement in his Statement of Facts as "referral only" fee division. Rule 1.5, however, allows either a "proportionate services" fee division between attorneys not in the same firm or a "referral only" fee division if the lawyers assume joint financial responsibility. A "proportionate services" fee division under Rule 1.5 does not require any assumption of "joint financial responsibility" between the referring and receiving attorneys, written or unwritten.

Rule 1.5 (e) provides in pertinent part:

A division of a fee between lawyers who are not in the same firm may be made only if:

- (1) The division is in proportion to the services performed by each lawyer or if the primary service performed by one lawyer is the referral of the client to another lawyer and each lawyer assumes joint financial responsibility for the representation...

Here, the pleadings and exhibits allege that the Plaintiff undertook various services for the respective clients including assisting with initial client interviews, document preparation, client contact and communications, Spanish translation and maintaining a duplicate file. For these services rendered, Plaintiff was to receive 45% of the fee. A. 19-

20, A.29-30. The complaint alleges a “proportionate services” type fee division. Thus, regardless of whether Fohrman requires express “joint financial responsibility” language in an enforceable referral agreement, the trial court erred in dismissing a Complaint which contained allegations, when viewed in a light most favorable to the plaintiff, sufficient to state a cause of action upon which relief could be granted.

Applying the 2-619 standard of review leads to the same result. While the Fohrman decision is arguably an affirmative matter which avoids the legal effect of the referral agreement, the trial court, interpreting all pleadings and exhibits in the light most favorable to the plaintiff, erred in dismissing a complaint with prejudice which alleged a set of facts regarding the specific proportionate services the Plaintiff was to provide to clients. If the allegations were proven, they would have entitled the Plaintiff to a recovery.

III. WHETHER COLLATERAL ESTOPPEL PRECLUDES THE DEFENDANT FROM RAISING THE ISSUE THAT THE REFERRAL AGREEMENT IS UNENFORCEABLE UNDER SUPREME COURT RULE 1.5 AFTER THAT ISSUE WAS LITIGATED IN A RELATED CASE

Collateral estoppel is an equitable doctrine that precludes a party from relitigating an issue decided in a prior proceeding. Herzog v. Lexington Township, 167 Ill.2d 288, 295, 212 Ill.Dec. 581, 657 N.E.2d 926 (1995). "When properly applied, collateral estoppel or issue preclusion promotes fairness and judicial economy by preventing relitigation in one suit of an identical issue already resolved against the party against whom the bar is sought." Kessinger v. Grefco, Inc., 173 Ill.2d 447, 460, 220 Ill.Dec. 137, 672 N.E.2d 1149 (1996).

The threshold requirements for application of collateral estoppel are: (1) the issue decided in the prior adjudication is identical with the one presented in the suit in question, (2) there was a final determination on the merits in the prior adjudication, and (3) the party against whom estoppel is asserted was a party or in privity with a party to the prior adjudication. Herzog, 167 Ill.2d at 295, 212 Ill.Dec. 581, 657 N.E.2d 926.

Identical issue

The trial court ruled in FTZ II that collateral estoppel did not apply because FTZ I did not address the issue of whether the assumption of joint financial responsibility was required by Rule 1.5 (e) to be part of the written contract with the client. However, the Defendant did, in fact, raise the issue of Plaintiff's alleged failure to comply with the joint financial responsibility requirement of Rule 1.5. Specifically, at the close of Plaintiff's case-in-chief at the trial in FTZ I, Defendant orally moved for a directed verdict. A.62-64

In support of his Motion for a Directed Verdict, Defendant argued as follows:

MR. SAALFELD: There is no lawful agreement, no lawful contract between Ferris,

Thompson & Zweig and Mr. Esposito under which Ferris, Thompson & Zweig may recover (sic) the rules of professional conduct section 1.5 fees...

(Rule 1.5) is incorporated into any contract between attorneys. The attorneys cannot enter into contracts between, that does not fall within the bounds of the law. And Rule 1.5 rule of professional conduct * * * is very clear and it says the division of a fee between lawyers who are not in the same firm may be made * * * if the primary service performed by one lawyer's referral of the client to another and each lawyer assumes joint financial responsibility for the representation. The client agrees to this agreement including the share each lawyer will receive and the agreement is confirmed in writing and the total fee is reasonable. (emphasis added).

A.62-64.

Notwithstanding Mr. Saalfeld's argument above in FTZ I that "the attorneys cannot enter into contracts... that does not fall within the bounds of the law...and Rule 1.5...is very clear...each lawyer assumes joint financial responsibility...confirmed in writing...", the trial court in FTZ II ruled in its July 2, 2015 Order granting the Defendant's Motion to Dismiss:

More pointedly, defense counsel (in FTZ I) never requested that the court dismiss the complaint because the contracts did not strictly comply with Rule 1.5(e).

A.58.

The trial court, (Judge Schippers), further stated that "it is also clear from the transcript that Judge Fusz in no way decided the matter at issue in the instant case.

A.58.

However, four pages of the trial transcript in FTZ I are devoted to Judge Fusz' analysis of the case law and comments related to Rule 1.5 (e), specifically discussing joint financial responsibility. A.68-71. The trial court explained that "joint financial responsibility" meant potential legal malpractice liability, not a contribution of court costs:

THE COURT: I believe this (Rule 1.5 (e)) refers to ultimate responsibility perhaps for costs but also perhaps (sic) malpractice committed by either one of the attorneys. I don't see it (Rule 1.5 (e)) as requiring a specific fronting or sharing or advancement of fees or costs so I disagree with that. A.71.

The Motion for a Directed Verdict was denied.

Final Determination on the Merits

This ruling on the Motion for a Directed Finding and a judgment in favor of the Plaintiff was a final determination on the merits of the issue. Had the trial court in FTZ I agreed with the Defendant's argument that the contracts were unenforceable for lack of express joint financial responsibility language, the Motion for a Directed Verdict would have been granted and the case would have been dismissed with prejudice.

The Defendant chose to raise only a jurisdictional issue on appeal in FTZ I. The Defendant chose not to raise the issue of whether the trial judge abused his discretion in denying the Motion to Dismiss notwithstanding Defendant's argument that the referral agreements were unenforceable by the lack of joint financial responsibility required by Supreme Court Rule 1.5 (e). By not appealing the joint responsibility issue, the issue was waived and became a final determination on the merits. The trial court in FTZ II erred by failing to estop the Defendant from raising the identical issue again in its Motion to

Dismiss.

Moreover, the trial court in FTZ II (Judge Schippers) erroneously based its lack of collateral estoppel finding in part on the possible incorrectness of the FTZ I trial judge's (Judge Fusz) ruling. Judge Schippers stated during arguments on the Motion for Reconsideration of the granting of the Defendant's Motion to Dismiss:

First of all, if it was actually litigated and decided and I was — by Judge Fusz and I was in error on that but I believe that Judge Fusz made that holding that he was in error, am I bound to perpetuate that error? A. 71-72.

Collateral estoppel is a centuries old doctrine of judicial economy, not judicial correctness. Collateral estoppel requires that an identical issue was previously litigated between the parties, not necessarily litigated correctly.

Same Parties in Prior Litigation

The parties in the prior litigation of FTZ I were identical thereby satisfying the third prong of collateral estoppel.

IV. WHETHER THE SUPREME COURT OF ILLINOIS HOLDING THE REFERRAL AGREEMENT ENFORCEABLE UNDER A DE NOVO REVIEW IN A RELATED APPEAL PRECLUDES THE TRIAL COURT FROM HOLDING THE SAME AGREEMENT UNENFORCEABLE

The Supreme Court's standard of review in FTZ I was de novo. The term "de novo" means that the court reviews the matter anew — the same as if the case had not been heard before and as if no decision had been rendered previously. Ryan v. Yarbrough, 355

Ill.App.3d 342, 823 N.E.2d 259, 291 Ill.Dec. 249 (2nd Dist. 2005). A de novo review entails performing the same analysis a trial court would perform. Khan v. Seidman, 408 Ill.App.3d 564, 948 N.E.2d 132, 350 Ill.Dec. 63 (Ill.App. 2011). Although the Defendant chose not to raise the issue of Rule 1.5 joint financial responsibility compliance in his FTZ I appeal, the appellate and Supreme Court's review is not limited to the issues the parties choose to raise on appeal. American Federation of State, County and Mun. Employees, Council 31, AFL-CIO v. County of Cook, 584 N.E.2d 116, 145 Ill.2d 474, 164 Ill.Dec. 904 (Ill., 1991).

The Supreme Court of Illinois went on to explain in the American Federation of State decision:

It is well established that courts may take judicial notice of their State's statutes and constitutional provisions. (See generally 31 C.J.S. Evidence § 16 (1964)). Moreover, a reviewing court can take judicial notice of statutes and constitutional provisions even though they were not raised before a lower tribunal and any argument based thereon was consequently waived. (See Tyrrell v. Municipal Employees Annuity Fund & Benefit Fund (1975), 32 Ill.App.3d 91, 98, 336 N.E.2d 97). Finally, we note that the waiver rule is an admonition to litigants, not a limitation upon the jurisdiction of a reviewing court. In this regard, we have recognized that the responsibility of a reviewing court for a just result and for the maintenance of a sound and uniform body of precedent may sometimes override the considerations of waiver that stem from the adversarial nature of our system.

Fohrman and Associates, Ltd. v. Marc D. Alberts, P.C., 2014 IL App (1st) 123351, was decided by the appellate court in March of 2014. This Court handed down its decision in

FTZ I on January 23, 2015, almost a year later. If this Court agreed with Fohrman, it most likely would not have ordered the enforcement of the FTZ referral agreement without stating why it disagreed with the Fohrman holding. Although the issue of whether the parties' referral agreement complied with Rule 1.5 (e) was not raised on appeal, when the appellate court conducts a de novo review, the Court is not bound by the issues raised by the parties. American Federation of State, County and Mun. Employees, Council 31, AFL-CIO v. County of Cook, supra.

This Court is well aware of the rules it promulgates, including Rule 1.5. Had this Court in FTZ I determined the Plaintiff's referral agreements to be unenforceable under Rule 1.5 based upon its inconsistency with the Fohrman decision or otherwise, the Court would have reversed. However, after extensive analysis of the referral agreements' terms in its opinion, sans "joint financial responsibility", this Court found the Plaintiff's referral agreements enforceable in FTZ I.

In FTZ I, Rule 1.5 was tangentially relevant to the jurisdiction issue considered by this Court in that the rule is mentioned in the pertinent jurisdictional statute. In fact, during oral argument, Justice Theis asked a question related to Rule 1.5 and the Court addressed the rule in its opinion, stating "(w)hile section 16b allows referral agreements under Rule 1.5 of the Code of Professional Responsibility, it does not grant the Commission authority to hear a dispute between attorneys based solely on a referral agreement".

After rejecting Defendant's jurisdictional argument that the Workers' Compensation Act intended exclusive jurisdiction over any and all referral agreements by mentioning Rule 1.5 in the Act, this Court ordered the enforcement of the Plaintiff's referral agreement

in FTZ I. The trial court erred in ruling the same referral agreement unenforceable in FTZ II.

Finally, in keeping with “the responsibility of a reviewing court for a just result and for the maintenance of a sound and uniform body of precedent” American Federation of State, supra, this Honorable Court should not allow Defendant’s unjust enrichment of referral fees previously paid under the same contracts he honored for twenty years (A.67) based upon the ostensible omission of a condition already implied by law.

CONCLUSION

The plaintiff respectfully requests that this Honorable Court reverse the trial judge’s order denying the Plaintiff’s Motion for Reconsideration.

Respectfully submitted,



Saul M. Ferris

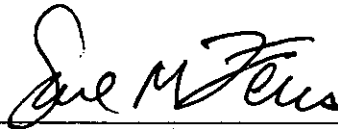
Austin C. Ferris



Ferris, Thompson & Zweig, LTD
103 S. Greenleaf Ave, Suite G
Gurnee, Illinois 60031
(847) 263-7770
(847) 263-7771 (facsimile)
Attorneys for Plaintiff/Appellant
ARDC # 6191459, 6323888

CERTIFICATE OF COMPLIANCE

I certify that this brief conforms to the requirements of Rules 341(a) and (b). The length of this brief, excluding the pages contained in the Rule 341(d) cover, the Rule 341 (h)(1) statement of points and authorities, the Rule 341(c) certificate of compliance, the certificate of service, and those matters to be appended to the brief under Rule 342(a), is 21 pages.

A handwritten signature in cursive script, reading "Saul M. Ferris".

SAUL M. FERRIS, Attorney for Plaintiff

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2-15-1148

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS

Ferris, Thompson and Zweig, Ltd.
Plaintiff

vs.

Anthony Esposito

Defendant

No. 13 L 483

FILED

MAR 02 2015

Shirley Ann
CIRCUIT CLERK

2nd AMENDED COMPLAINT

Count I

Now comes the Plaintiff Ferris, Thompson and Zweig, Ltd. , by its attorneys, David J. Axelrod & Associates, and complaining of the Defendant Anthony Esposito, states as follows:

1. That the Plaintiff entered into an agreement with the Defendant wherein the parties agreed to act as co-counsel in the legal representation of Juanita Garcia with respect to her worker's compensation claim. A copy of Plaintiff's contract with Defendant is attached hereto as Exhibit "A". A copy of the contract signed by Garcia is attached hereto as Exhibit "A' "

2. As a result of settlement of Ms. Garcia's workers compensation case on or about November 29, 2010, allowable attorneys fees totaled \$5,600.00.

3. Pursuant to the terms of the contract between Plaintiff, Defendant and Ms. Garcia, Plaintiff was entitled to 45% of those fees, in this instance, the principal sum of \$2,520.00.

4. That although often requested, Defendant has failed and refused, and continues to fail and refuse, to make payment of the outstanding balance of \$2,520.00.

5. That pursuant to 815 ILCS 205/2, Plaintiff is entitled to pre-judgment interest at the rate of 5.0% per annum, in this instance \$543.90, which increases at the rate of \$0.35 per day after 03/02/2015.

2-15-1148

6. That Defendant is entitled to credits of \$0.00.

WHEREFORE, Plaintiff Ferris, Thompson and Zweig, Ltd., asks this Court to enter a Judgment in its favor and against the Defendant Anthony Esposito, in the amount of 3,063.90, additional pre-judgment interest as prayed for, plus all costs of suit incurred herein.

Count II

Now comes the Plaintiff Ferris, Thompson and Zweig, Ltd., by its attorneys, David J. Axelrod & Associates, and complaining of the Defendant Anthony Esposito, states as follows:

1. That the Plaintiff entered into an agreement with the Defendant wherein the parties agreed to act as co-counsel in the legal representation of Leonicio Morales with respect to his worker's compensation claim. A copy of Plaintiff's contract with Defendant is attached hereto as Exhibit "B". A copy of the contract signed by Morales is attached hereto as Exhibit "B".

2. As a result of settlement of Mr. Morales's workers compensation case on or about October 14, 2011, allowable attorneys fees totaled \$13,305.49.

3. Pursuant to the terms of the contract between Plaintiff, Defendant and Mr. Morales, Plaintiff was entitled to 45% of those fees, in this instance, the principal sum of \$5,987.47.

4. That although often requested, Defendant has failed and refused, and continues to fail and refuse, to make payment of the outstanding balance of \$5,987.47.

5. That pursuant to 815 ILCS 205/2, Plaintiff is entitled to pre-judgment interest at the rate of 5.0% per annum, in this instance \$1,012.95, which increases at the rate of \$0.82 per day after 03/02/2015.

6. That Defendant is entitled to credits of \$0.00.

WHEREFORE, Plaintiff Ferris, Thompson and Zweig, Ltd., asks this Court to enter a Judgment in its favor and against the Defendant Anthony Esposito, in the amount of \$7,000.42, additional pre-judgment interest as prayed for, plus all costs of suit incurred herein.

Count III

Now comes the Plaintiff Ferris, Thompson and Zweig, Ltd., by its attorneys, David J. Axelrod & Associates, and complaining of the Defendant Anthony Esposito, states as follows:

1. That the Plaintiff entered into an agreement with the Defendant wherein the parties agreed to act as co-counsel in the legal representation of Dolores Hernandez with respect to her worker's compensation claim. A copy of Plaintiff's contract with Defendant is attached hereto as Exhibit "C". A copy of the contract signed by Hernandez is attached hereto as Exhibit "C'".

2. As a result of settlement of Ms. Hernandez's workers compensation case on or about February 14, 2011, allowable attorneys fees totaled \$700.00.

3. Pursuant to the terms of the contract between Plaintiff, Defendant and Ms. Hernandez, Plaintiff was entitled to 45% of those fees, in this instance, the principal sum of \$315.00.

4. That although often requested, Defendant has failed and refused, and continues to fail and refuse, to make payment of the outstanding balance of \$315.00.

5. That pursuant to 815 ILCS 205/2, Plaintiff is entitled to pre-judgment interest at the rate of 5.0% per annum, in this instance \$63.73, which increases at the rate of \$0.04 per day after 03/02/2015.

6. That Defendant is entitled to credits of \$0.00.

WHEREFORE, Plaintiff Ferris, Thompson and Zweig, Ltd., asks this Court to enter a Judgment in its favor and against the Defendant Anthony Esposito, in the amount of \$378.73, additional pre-judgment interest as prayed for, plus all costs of suit incurred herein.

Count IV

Now comes the Plaintiff Ferris, Thompson and Zweig, Ltd., by its attorneys, David J. Axelrod & Associates, and complaining of the Defendant Anthony Esposito, states as follows:

1. That the Plaintiff entered into an agreement with the Defendant wherein the parties agreed to act as co-counsel in the legal representation of Eduardo Sajuan with respect to his worker's compensation claim. A copy of Plaintiff's contract with Defendant is attached hereto as Exhibit "D". A copy of the contract signed by Sajuan is attached hereto as Exhibit "D' "

2. As a result of settlement of Mr. Sajuan's workers compensation case on or about October 7, 2011, allowable attorneys fees totaled \$1,933.200.

3. Pursuant to the terms of the contract between Plaintiff, Defendant and Mr. Sajuan, Plaintiff was entitled to 45% of those fees, in this instance, the principal sum of \$869.94.

4. That although often requested, Defendant has failed and refused, and continues to fail and refuse, to make payment of the outstanding balance of \$869.94.

5. That pursuant to 815 ILCS 205/2, Plaintiff is entitled to pre-judgment interest at the rate of 5.0% per annum, in this instance \$149.04, which increases at the rate of \$0.12 per day after 03/02/2015.

6. That Defendant is entitled to credits of \$0.00.

WHEREFORE, Plaintiff Ferris, Thompson and Zweig, Ltd., asks this Court to enter a Judgment in its favor and against the Defendant Anthony Esposito, in the amount of \$1,018.98, additional pre-judgment interest as prayed for, plus all costs of suit incurred herein.

Count V

Now comes the Plaintiff Ferris, Thompson and Zweig, Ltd., by its attorneys, David J. Axelrod & Associates, and complaining of the Defendant Anthony Esposito, states as follows:

1. That the Plaintiff entered into an agreement with the Defendant wherein the parties agreed to act as co-counsel in the legal representation of Jose Rodriguez with respect to his worker's compensation claim. A copy of Plaintiff's contract with Defendant is attached hereto as Exhibit "E". A copy of the contract signed by Rodriguez is attached hereto as Exhibit "E' "

2. As a result of settlement of Mr. Rodriguez workers compensation case on or about November 18, 2010, allowable attorneys fees totaled \$5,613.16.

3. Pursuant to the terms of the contract between Plaintiff, Defendant and Mr. Rodriguez, Plaintiff was entitled to 45% of those fees, in this instance, the principal sum of \$2,525.92.

4. That although often requested, Defendant has failed and refused, and continues to fail and refuse, to make payment of the outstanding balance of \$2,525.92.

5. That pursuant to 815 ILCS 205/2, Plaintiff is entitled to pre-judgment interest at the rate of 5.0% per annum, in this instance \$547.75, which increases at the rate of \$0.35 per day after 03/02/2015.

6. That Defendant is entitled to credits of \$0.00.

WHEREFORE, Plaintiff Ferris, Thompson and Zweig, Ltd., asks this Court to enter a Judgment in its favor and against the Defendant Anthony Esposito, in the amount of \$3,073.67, additional pre-judgment interest as prayed for, plus all costs of suit incurred herein.

Count VI

Now comes the Plaintiff Ferris, Thompson and Zweig, Ltd., by its attorneys, David J. Axelrod & Associates, and complaining of the Defendant Anthony Esposito, states as follows:

1. That the Plaintiff entered into an agreement with the Defendant wherein the parties agreed to act as co-counsel in the legal representation of Beatriz Ventura with respect to her worker's compensation claim. A copy of Plaintiff's contract with Defendant is attached hereto as Exhibit "F". A copy of the contract signed by Ventura is attached hereto as Exhibit "F' "

2. As a result of settlement of Ms. Ventura's workers-compensation case on or about January 13, 2011, allowable attorneys fees totaled \$1894.40.

3. Pursuant to the terms of the contract between Plaintiff, Defendant and Ms. Ventura, Plaintiff was entitled to 45% of those fees, in this instance, the principal sum of \$852.48.

4. That although often requested, Defendant has failed and refused, and continues to fail and refuse, to make payment of the outstanding balance of \$852.48.

5. That pursuant to 815 ILCS 205/2, Plaintiff is entitled to pre-judgment interest at the rate of 5.0% per annum, in this instance \$1,123.82, which increases at the rate of \$0.83 per day after 03/02/2015.

6. That Defendant is entitled to credits of \$0.00.

WHEREFORE, Plaintiff Ferris, Thompson and Zweig, Ltd., asks this Court to enter a Judgment in its favor and against the Defendant Anthony Esposito, in the amount of \$7,148.76, additional pre-judgment interest as prayed for, plus all costs of suit incurred herein.

Count VIII

Now comes the Plaintiff Ferris, Thompson and Zweig, Ltd., by its attorneys, David J. Axelrod & Associates, and complaining of the Defendant Anthony Esposito, states as follows:

1. That the Plaintiff entered into an agreement with the Defendant wherein the parties agreed to act as co-counsel in the legal representation of Fernando Colunga with respect to his worker's compensation claim. A copy of Plaintiff's contract with Defendant is attached hereto as Exhibit "H". A copy of the contract signed by Colunga is attached hereto as Exhibit "H' "

2. As a result of settlement of Mr. Colunga's workers compensation case on or about October 19, 2012, allowable attorneys fees totaled \$849.44.

3. Pursuant to the terms of the contract between Plaintiff, Defendant and Mr. Colunga, Plaintiff was entitled to 45% of those fees, in this instance, the principal sum of \$382.25.

4. That although often requested, Defendant has failed and refused, and continues to fail and refuse, to make payment of the outstanding balance of \$382.25.

5. That pursuant to 815 ILCS 205/2, Plaintiff is entitled to pre-judgment interest at the rate of 5.0% per annum, in this instance \$43.81, which increases at the rate of \$.05 per day after 03/02/2015.

6. That Defendant is entitled to credits of \$0.00.

WHEREFORE, Plaintiff Ferris, Thompson and Zweig, Ltd., asks this Court to enter a Judgment in its favor and against the Defendant Anthony Esposito, in the amount of \$426.06, additional pre-judgment interest as prayed for, plus all costs of suit incurred herein.

Count IX

Now comes the Plaintiff Ferris, Thompson and Zweig, Ltd., by its attorneys, David J. Axelrod & Associates, and complaining of the Defendant Anthony Esposito, states as follows:

1. That the Plaintiff entered into an agreement with the Defendant wherein the parties agreed to act as co-counsel in the legal representation of Maria Tovar with respect to her worker's compensation claim. A copy of Plaintiff's contract with Defendant is attached hereto as Exhibit IV". A copy of the contract signed by Tovar is attached hereto as Exhibit "I" "

2. As a result of settlement of Ms. Tovar's workers compensation case on or about February 1, 2013, allowable attorneys fees totaled \$20,106.45.

3. Pursuant to the terms of the contract between Plaintiff, Defendant and Ms. Tovar, Plaintiff was entitled to 45% of those fees, in this instance, the principal sum of \$9,047.90.

4. That although often requested, Defendant has failed and refused, and continues to fail and refuse, to make payment of the outstanding balance of \$9,047.90.

5. That pursuant to 815 ILCS 205/2, Plaintiff is entitled to pre-judgment interest at the rate of 5.0% per annum, in this instance \$941.16, which increases at the rate of \$1.24 per day after 03/02/2015.

6. That Defendant is entitled to credits of \$0.00.

WHEREFORE, Plaintiff Ferris, Thompson and Zweig, Ltd., asks this Court to enter a Judgment in its favor and against the Defendant Anthony Esposito, in the amount of \$9,989.06, additional pre-judgment interest as prayed for, plus all costs of suit incurred herein.

Count X

Now comes the Plaintiff Ferris, Thompson and Zweig, Ltd., by its attorneys, David J. Axelrod & Associates, and complaining of the Defendant Anthony Esposito, states as follows:

1. That the Plaintiff entered into an agreement with the Defendant wherein the parties agreed to act as co-counsel in the legal representation of Carlos Duarte with respect to his worker's compensation claim. A copy of Plaintiff's contract with Defendant is attached hereto as Exhibit "J". A copy of the contract signed by Duarte is attached hereto as Exhibit "J' "

2. As a result of settlement of Mr. Duarte's workers compensation case on or about February 1, 2015, allowable attorneys fees totaled \$46,000.00.

3. Plaintiff is informed and believes, and upon such information and belief states, that of the attorneys fees awarded, Defendant was entitled to one-half, or a total of \$23,000.00. Pursuant to the terms of the contract between Plaintiff, Defendant and Mr. Duarte, Plaintiff was entitled to 45% of those fees, in this instance, the principal sum of \$10,350.00.

4. That Defendant has failed and refused to make payment of the outstanding balance of \$10,350.00.

5. That pursuant to 815 ILCS 205/2, Plaintiff is entitled to pre-judgment interest at the rate of 5.0% per annum, in this instance \$41.18, which increases at the rate of \$1.42 per day after 03/02/2015.

6. That Defendant is entitled to credits of \$0.00.

WHEREFORE, Plaintiff Ferris, Thompson and Zweig, Ltd., asks this Court to enter a Judgment in its favor and against the Defendant Anthony Esposito, in the amount of \$10,391.18, additional pre-judgment interest as prayed for, plus all costs of suit incurred herein.



David J. Axelrod
One of Plaintiff's Attorneys


David J. Axelrod 03125957
DAVID J. AXELROD & ASSOCIATES
1448 Old Skokie Road
Highland Park, IL 60035
847-579-9700
OUR FILE NO. 25220 DJA

2-15-1148

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ATTORNEY AT LAW

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OFFICES AVAILABLE
BY APPOINTMENT

CHICAGO
WHEATON
WAUKEGAN


August 24, 2009

Mr. Gary R. Thompson
Ferris Thompson & Zweig
103 South Greenleaf Ave., Ste. G
Gurnee, Illinois 60031

RE: *2 cases* Juanita E. Garcia v. LTN/Staffing/Marti's Culinary
IWCC No: 09WC33655 & 09WC33656
D/A: 10/30/2008.

Dear Gary:

This is written to confirm the understanding between our offices regarding the handling of the above captioned matter. Your office was retained by **Juanita E. Garcia**, for legal representation in the above captioned Worker's Compensation claim.

We have agreed that this matter has been referred to my office and you will also undertake representation of this client. My office will be primarily responsible for the preparation of any necessary documents and obtaining all necessary records for the processing of this claim. In addition, my office will represent this client before the Industrial Commission and will conduct any investigation, negotiations, and processing necessary to bring the matter to conclusion.

It is understood that a duplicate file shall be maintained at your office containing any correspondence or filings necessary to the claim. In addition, your office shall receive a status report from us regarding this matter periodically as relevant events develop or at other times with sixty (60) day intervals.

Your office shall be responsible for assisting us with client contact in your office as the need arises. You shall also assist in the preparation of initial interviews and document preparation necessary to the claim. In addition, you shall provide translation services as the need arises. However, it is understood that translation services performed outside your office will be an expense assessed to the client.

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A-1

Mr. Gary R. Thompson

August 24, 2009

Page two

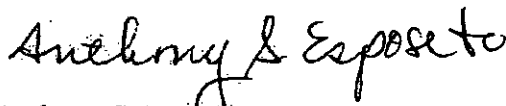
Legal fees in this matter will be shared by our offices based on our respective contributions in the handling of this case. We have agreed that my office shall receive fifty five percent (55%) of all attorney fees plus reimbursement for costs advanced by our office. Your office shall receive forty five percent (45%) of all attorney fees received as the result of this Worker's Compensation claim.

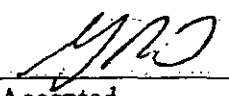
It is further understood and agreed that your office shall retain representation of this client in any related third party action. In the event a third party action is indicated as a result of this work related injury, it is our mutual intention that our office will continue representing this client subject to the terms and conditions of our Workers' Compensation agreement concerning this workers' compensation case.

It is understood that the terms and conditions of our agreement shall be disclosed to the client and are subject to his or her approval and consent. If you agree that this letter states the essential terms and agreement reached between our offices, please indicate by affirming your signature at the space provided below.

Very truly yours,

Law Offices of Anthony S. Esposito


Anthony S. Esposito



Agreed and Accepted



Date

Executed in two originals, Please return one for our file.

ASE/emc
Enclosures

2-15-1148

LAW OFFICES

FERRIS, THOMPSON & ZWEIG, LTD.

SAUL M. FERRIS
GARY R. THOMPSON
MICHAEL L. ZWEIG

ATTORNEYS AT LAW

108 S. GREENLEAF AVENUE, SUITE G
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FAX (847) 268-7771

www.injurylawyersHotLine.com

CONTRATO DE ABOGADO Y CLIENTE

Yo, J Vanita Garcia, contrato los servicios legales de los abogados de Ferris, Thompson Zweig, Ltd., para que me representen en mi reclamo contra cualquier patrón o cualquier otra persona(s), corporación, o cualquier otra organización que puede ser responsable bajo la ley de Workers' Compensation Act o la Illinois Occupational Disease Act por un accidente que ocurrió el 30 de Oct del 2008. Yo entiendo y estoy de acuerdo que Ferris, Thompson & Zweig, Ltd., (FTZ) ha contratado con la oficina de Anthony S. Esposito, (ASE) para seguir el reclamo de workers' compensation a mi favor.

Yo también entiendo y estoy de acuerdo que FTZ va a tener las siguientes responsabilidades y recibirá la compensación siguiente en relación con mi reclamo de workers' compensation. FTZ será responsable por lo siguiente:

- a. Asistir a ASE con las entrevistas iniciales y con la preparación de los documentos necesarios para el reclamo;
- b. Asistir a ASE en comunicarse con los clientes cuando lleguen a las oficinas de FTZ;
- c. Tener servicios de traducción cuando sea necesario en la oficina de FTZ. Cualquier servicio de traducción que sea fuera de la oficina de FTZ, será un gasto del cliente;
- d. Representar al cliente en cualquier acción de terceras partes. Si un caso de la tercera parte este iniciada por la causa de una lastimadura personal que ocurrió en el trabajo, también entendido que ASE me seguira representando en mi reclamo de workers' compensation; y
- e. FTZ recibirá 45% de los honorarios de abogado ganados en mi reclamo.

A

Yo también entiendo y estoy de acuerdo que ASE tendrá las siguientes responsabilidades y recibirá la siguiente compensación en relación con mi reclamo de workers' compensation. ASE sera responsable por:

- a. la preparación de cualquier documentos necesarios para mi representación y obtener todo los archivos necesarios para proceder con este reclamo;
- b. Representarme ante la Workers' Compensation Commission y hacer cualquier investigación, negociación y hacer lo necesario para traer este reclamo a una conclusión;
- c. Mandar reportes a FTZ cada vez que sea necesario en relación del reclamo y
- d. Finalmente, recibir 55% de los honorarios de abogado que se reciban por medio de este reclamo, mas cualquier reembolso por gastos que hayga adelantando ASE.

Yo entiendo y estoy de acuerdo con y las condiciones escritos arriba.

x Juanita e Garcia
Cliente

Fecha: 7-30-09

Nancy R. Thompson
Ferris, Thompson & Zweig, Ltd.

Date: 7-30-09

Anthony S. Esposito

Date: 9/30/09

2-15-1148

LAW OFFICES

ANTHONY S. ESPOSITO

ATTORNEY AT LAW

October 13, 2009

HILLTOP EXECUTIVE CENTER
1590 S. MILWAUKEE AVENUE
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(847) 816-3510
FAX (847) 816-3738

REPLY TO LIBERTYVILLE OFFICE

OFFICES AVAILABLE
BY APPOINTMENT

CHICAGO
WHEATON
WAUKEGAN


Mr. Gary R. Thompson
Ferris Thompson & Zweig
103 South Greenleaf Ave., Ste. G
Gurnee, Illinois 60031

RE: Leoncio Morales v. Morton Manufacturing
IWCC No: 09WC41568 & 09WC41569
D/A: 07/01/2008 & 10/20/2008

Dear Gary:

This is written to confirm the understanding between our offices regarding the handling of the above captioned matter. Your office was retained by Leoncio Morales, for legal representation in the above captioned Worker's Compensation claim.

We have agreed that this matter has been referred to my office and you will also undertake representation of this client. My office will be primarily responsible for the preparation of any necessary documents and obtaining all necessary records for the processing of this claim. In addition, my office will represent this client before the Industrial Commission and will conduct any investigation, negotiations, and processing necessary to bring the matter to conclusion.

It is understood that a duplicate file shall be maintained at your office containing any correspondence or filings necessary to the claim. In addition, your office shall receive a status report from us regarding this matter periodically as relevant events develop or at other times with sixty (60) day intervals.

Your office shall be responsible for assisting us with client contact in your office as the need arises. You shall also assist in the preparation of initial interviews and document preparation necessary to the claim. In addition, you shall provide translation services as the need arises. However, it is understood that translation services performed outside your office will be an expense assessed to the client.

B

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Mr. Gary R. Thompson
October 13, 2009
Page two

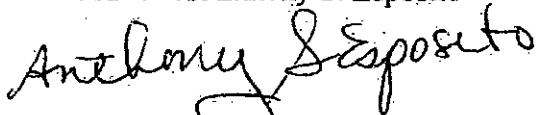
Legal fees in this matter will be shared by our offices based on our respective contributions in the handling of this case. We have agreed that my office shall receive fifty five percent (55%) of all attorney fees plus reimbursement for costs advanced by our office. Your office shall receive forty five percent (45%) of all attorney fees received as the result of this Worker's Compensation claim.

It is further understood and agreed that your office shall retain representation of this client in any related third party action. In the event a third party action is indicated as a result of this work related injury, it is our mutual intention that our office will continue representing this client subject to the terms and conditions of our Workers' Compensation agreement concerning this workers' compensation case.

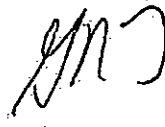
It is understood that the terms and conditions of our agreement shall be disclosed to the client and are subject to his or her approval and consent. If you agree that this letter states the essential terms and agreement reached between our offices, please indicate by affirming your signature at the space provided below.

Very truly yours,

Law Offices of Anthony S. Esposito



Anthony S. Esposito



Agreed and Accepted

Date

Executed in two originals, Please return one for our file.

ASE/emc
Enclosures

2-15-1148

LAW OFFICES

FERRIS, THOMPSON & ZWEIG, LTD.

SAUL M. FERRIS
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TELEPHONE (847) 263-7770

FAX (847) 263-7771

www.injurylawyersHotLine.com

CONTRATO DE ABOGADO Y CLIENTE

Yo, Leoncio Morales, contrato los servicios legales de los abogados de Ferris, Thompson & Zweig, Ltd., para que me representen en mi reclamo contra cualquier patrón o cualquier otra persona(s), corporación, o cualquier otra organización que puede ser responsable bajo la ley de Workers' Compensation Act o la Illinois Occupational Disease Act por un accidente que ocurrió el 7-1-08 de 10-20-08 del 200—. Yo entiendo y estoy de acuerdo que Ferris, Thompson & Zweig, Ltd., (FTZ) ha contratado con la oficina de Anthony S. Esposito, (ASE) para seguir el reclamo de workers' compensation a mi favor.

Y
FTZ
(U)
AIC

Yo también entiendo y estoy de acuerdo que FTZ va a tener las siguientes responsabilidades y recibirá la compensación siguiente en relación con mi reclamo de workers' compensation. FTZ será responsable por lo siguiente:

- a. Asistir a ASE con las entrevistas iniciales y con la preparación de los documentos necesarios para el reclamo;
- b. Asistir a ASE en comunicarse con los clientes cuando lleguen a las oficinas de FTZ;
- c. Tener servicios de traducción cuando sea necesario en la oficina de FTZ. Cualquier servicio de traducción que sea fuera de la oficina de FTZ, será un gasto del cliente;
- d. Representar al cliente en cualquier acción de terceras partes. Si un caso de la tercera parte este iniciada por la causa de una lastimadura personal que ocurrió en el trabajo, también entendido que ASE me seguirá representando en mi reclamo de workers' compensation; y
- e. FTZ recibirá 45% de los honorarios de abogado ganados en mi reclamo.

B

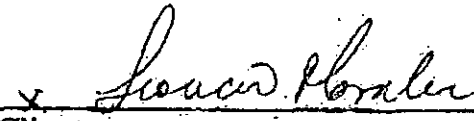
A-17

C0000283

Yo también entiendo y estoy de acuerdo que ASE tendrá las siguientes responsabilidades y recibirá la siguiente compensación en relación con mi reclamo de workers' compensation. ASE será responsable por:

- a. la preparación de cualquier documentos necesarios para mi representación y obtener todo los archivos necesarios para proceder con este reclamo;
- b. Representarme ante la Workers' Compensation Commission y hacer cualquier investigación, negociación y hacer lo necesario para traer este reclamo a una conclusión;
- c. Mandar reportes a FTZ cada vez que sea necesario en relación del reclamo y
- d. Finalmente, recibir 55% de los honorarios de abogado que se reciben por medio de este reclamo, mas cualquier reembolso por gastos que haya adelantando ASE.

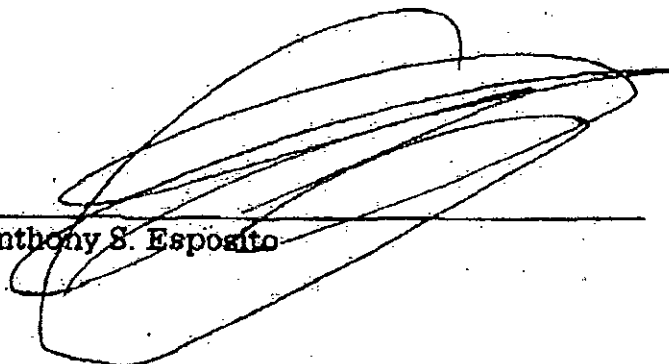
Yo entiendo y estoy de acuerdo con y las condiciones escritos arriba.


Cliente

Fecha: 9-10-09


Ferris, Thompson & Zweig, Ltd.

Date: 9/10/09


Anthony S. Esposito

Date: 9/10/09

2-15-1148

LAW OFFICES
ANTHONY S. ESPOSITO
ATTORNEY AT LAW

HILLTOP EXECUTIVE CENTER
1590 S. MILWAUKEE AVENUE
SUITE 202
LIBERTYVILLE, ILLINOIS 60048
(847) 816-3510
FAX (847) 816-3738
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October 1, 2007

Mr. Gary R. Thompson
Ferris Thompson & Zweig
103 South Greenleaf Ave., Ste. G
Gurnee, Illinois 60031

RE: Dolores Hernandez v. Complete Temporary Labor/Fabrication Tech.
IWCC No: 07WC41176 & 07WC41177
D/A: 10/25/2006

Dear Gary:

This is written to confirm the understanding between our offices regarding the handling of the above captioned matter. Your office was retained by Dolores Hernandez for legal representation in the above captioned Worker's Compensation claim.

We have agreed that this matter has been referred to my office and you will also undertake representation of this client. My office will be primarily responsible for the preparation of any necessary documents and obtaining all necessary records for the processing of this claim. In addition, my office will represent this client before the Industrial Commission and will conduct any investigation, negotiations, and processing necessary to bring the matter to conclusion.

It is understood that a duplicate file shall be maintained at your office containing any correspondence or filings necessary to the claim. In addition, your office shall receive a status report from us regarding this matter periodically as relevant events develop or at other times with sixty (60) day intervals.

Your office shall be responsible for assisting us with client contact in your office as the need arises. You shall also assist in the preparation of initial interviews and document preparation necessary to the claim. In addition, you shall provide translation services as the need arises. However, it is understood that translation services performed outside your office will be an expense assessed to the client.

2-15-1148

Mr. Gary R. Thompson

October 1, 2007

Page two

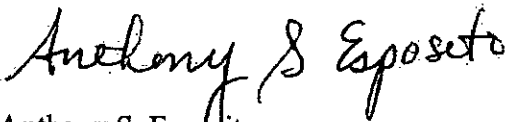
Legal fees in this matter will be shared by our offices based on our respective contributions in the handling of this case. We have agreed that my office shall receive fifty five percent (55%) of all attorney fees plus reimbursement for costs advanced by our office. Your office shall receive forty five percent (45%) of all attorney fees received as the result of this Worker's Compensation claim.

It is further understood and agreed that your office shall retain representation of this client in any related third party action. In the event a third party action is indicated as a result of this work related injury, it is our mutual intention that our office will continue representing this client subject to the terms and conditions of our Workers' Compensation agreement concerning this workers' compensation case.

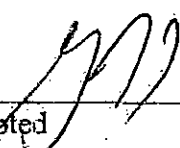
It is understood that the terms and conditions of our agreement shall be disclosed to the client and are subject to his or her approval and consent. If you agree that this letter states the essential terms and agreement reached between our offices, please indicate by affirming your signature at the space provided below.

Very truly yours,

Law Offices of Anthony S. Esposito



Anthony S. Esposito



Agreed and Accepted

Date

Executed in two originals, Please return one for our file.

ASE/emc

Enclosures

A-20

2-15-1148

LAW OFFICES

FERRIS, THOMPSON & ZWEIG, LTD.

SAUL M. FERRIS
GARY R. THOMPSON
MICHAEL L. ZWEIG

ATTORNEYS AT LAW

103 S. GREENLEAF AVENUE, SUITE G
GURNEE, ILLINOIS 60031

TELEPHONE (847) 263-7770

FAX (847) 263-7771

www.injurylawyersHotLine.com

CONTRATO DE ABOGADO Y CLIENTE

Yo, Deloris Hernandez, contrato los servicios legales de los abogados de Ferris, Thompson & Zweig, Ltd., para que me representen en mi reclamo contra cualquier patrón o cualquier otra persona(s), corporación, o cualquier otra organización que puede ser responsable bajo la ley de Workers' Compensation Act o la Illinois Occupational Disease Act por un accidente que ocurrió el 25 de OCT del 2006. Yo entiendo y estoy de acuerdo que Ferris, Thompson & Zweig, Ltd., (FTZ) ha contratado con la oficina de Anthony S. Esposito, (ASE) para seguir el reclamo de workers' compensation a mi favor.

Yo también entiendo y estoy de acuerdo que FTZ va a tener las siguientes responsabilidades y recibirá la compensación siguiente en relación con mi reclamo de workers' compensation. FTZ será responsable por lo siguiente:

- a. Asistir a ASE con las entrevistas iniciales y con la preparación de los documentos necesarios para el reclamo;
- b. Asistir a ASE en comunicarse con los clientes cuando lleguen a las oficinas de FTZ;
- c. Tener servicios de traducción cuando sea necesario en la oficina de FTZ. Cualquier servicio de traducción que sea fuera de la oficina de FTZ, será un gasto del cliente;
- d. Representar al cliente en cualquier acción de terceras partes. Si un caso de la tercera parte este iniciada por la causa de una lastimadura personal que ocurrió en el trabajo, también entendido que ASE me seguira representando en mi reclamo de workers' compensation; y
- e. FTZ recibirá 45% de los honorarios de abogado ganados en mi reclamo.

C'

Yo también entiendo y estoy de acuerdo que ASE tendrá las siguientes responsabilidades y recibirá la siguiente compensación en relación con mi reclamo de workers' compensation. ASE sera responsable por:

- a. la preparación de cualquier documentos necesarios para mi representación y obtener todo los archivos necesarios para proceder con este reclamo;
- b. Representarme ante la Workers' Compensation Commission y hacer cualquier investigación, negociación y hacer lo necesario para traer este reclamo a una conclusión;
- c. Mandar reportes a FTZ cada vez que sea necesario en relación del reclamo y
- d. Finalmente, recibir 55% de los honorarios de abogado que se reciban por medio de este reclamo, mas cualquier reembolso por gastos que hayga adelantando ASE.

Yo entiendo y estoy de acuerdo con y las condiciones escritos arriba.

L Dolores Hernandez
Cliente

Fecha: 9-14-07

May M. Thompson
Ferris, Thompson & Zweig, Ltd.

Date: 9-14-07

Anthony S. Esposito

Date: 9/14/07

2-15-1148
LAW OFFICES
ANTHONY S. ESPOSITO
ATTORNEY AT LAW

HILLTOP EXECUTIVE CENTER
1520 S. MILWAUKEE AVENUE
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LIBERTYVILLE, ILLINOIS 60443
(847) 816-3310
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October 7, 2010

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Ferris, Thompson & Zweig
ATTN: Mr. Gary R. Thompson
103 South Greenleaf - Ste. G
Gurnee, IL 60031

RE: Eduardo Sajuan v. Auto Expo, Inc.
IWCC No: 10WC37035
D/A: 08/13/2010

Dear Gary:

This is written to confirm the understanding between our offices regarding the handling of the above captioned matter. Your office was retained by Eduardo Sajuan for legal representation in the above captioned Worker's Compensation claim.

We have agreed that this matter has been referred to my office and you will also undertake representation of this client. My office will be primarily responsible for the preparation of any necessary documents and obtaining all necessary records for the processing of this claim. In addition, my office will represent this client before the Industrial Commission and will conduct any investigation, negotiations, and processing necessary to bring the matter to conclusion.

It is understood that a duplicate file shall be maintained at your office containing any correspondence or filings necessary to the claim. In addition, your office shall receive a status report from us regarding this matter periodically as relevant events develop or at other times with sixty (60) day intervals.

Your office shall be responsible for assisting us with client contact in your office as the need arises. You shall also assist in the preparation of initial interviews and document preparation necessary to the claim. In addition, you shall provide translation services as the need arises. However, it is understood that translation services performed outside your office will be an expense assessed to the client.

D

Mr. Gary R. Thompson
October 7, 2010
Page two

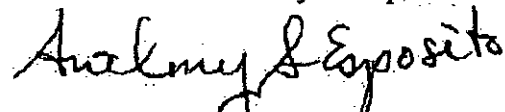
Legal fees in this matter will be shared by our offices based on our respective contributions in the handling of this case. We have agreed that my office shall receive fifty five percent (55%) of all attorney fees plus reimbursement for costs advanced by our office. Your office shall receive forty five percent (45%) of all attorney fees received as the result of this Worker's Compensation claim.

It is further understood and agreed that your office shall retain representation of this client in any related third party action. In the event a third party action is indicated as a result of this work related injury, it is our mutual intention that our office will continue representing this client subject to the terms and conditions of our Workers' Compensation agreement concerning this workers' compensation case.

It is understood that the terms and conditions of our agreement shall be disclosed to the client and are subject to his or her approval and consent. If you agree that this letter states the essential terms and agreement reached between our offices, please indicate by affirming your signature at the space provided below.

Very truly yours,

Law Offices of Anthony S. Esposito


Anthony S. Esposito



Agreed and Accepted

10-7-10

Date

Executed in two originals, Please return one for our file.

ASE/emc
Enclosures

LAW OFFICES

2-15-1148

FERRIS, THOMPSON & ZWEIG, LTD.

SAUL M. FERRIS
GARY R. THOMPSON
MICHAEL L. ZWEIG

ATTORNEYS AT LAW

103 S. GREENLEAF AVENUE, SUITE G
GUERNSEY, ILLINOIS 60081

TELEPHONE (847) 263-7770

FAX (847) 263-7771

www.injurylawyersHotline.com

ATTORNEY - CLIENT AGREEMENT

I, Edward S. Tran, hereby retain and employ the Law Offices of Ferris, Thompson & Zweig, LTD., to represent me in my claim resulting from an incident which occurred on or about 8-13, 2010, against any employer or other person(s), corporation, or any other organization which maybe liable to me under the Workers' Compensation Act or the Illinois Occupational Disease Act or any law. I understand and agree that Ferris, Thompson & Zweig, LTD., (FTZ), has contracted with the Law Firm of Anthony S. Esposito, (ASE) to pursue this workers' compensation claim on my behalf.

I further under and agree that the FTZ will have the following responsibilities and will receive the following compensation in connection with the my workers' compensation claim. FTZ shall:

- a. Assist ASE with initial interviews and document preparation necessary to the claim;
- b. Be responsible for assisting ASE with client contact and communication in the offices of FTZ, as the need arises;
- c. Provide translation services as the need arises. However, translation services performed outside of the Offices of FTZ, will be an expense assessed to the client.
- d. Represent the client in any related third party action. In the event a third party action is initiated as a result of the work-related injury, it is understood that ASE will continue representing the client subject to the terms and conditions of the workers' compensation agreement concerning this workers' compensation case;
- e. Keep a duplicate file in its office containing any correspondence or filings associated with this claim; and
- f. Receive 45% of all attorney's fees recovered from this claim;

D'

I further understand and agree that the ASE will have the following responsibilities and will receive the following compensation in connection with the pursuit of my workers' compensation claim. ASE shall:

- a. Be responsible for the preparation of any necessary documents and obtaining all necessary records necessary to the processing of this claim;
- b. Represent the client before the Industrial Commission and will conduct any investigation, negotiations, and processing necessary to bring this claim to a conclusion;
- c. Forward status reports to FTZ, every sixty days or as significant developments occur in connection with the handling of the claim; and
- d. Receive 55% of all attorney's fees recovered from this claim, plus reimbursement for the cost advanced by ASE.

I understand and agree to the above terms and conditions.


CLIENT

9-15-10
DATE


FERRIS, THOMPSON & ZWEIG, LTD.

9-15-10
DATE


ANTHONY S. ESPOSITO


9/15/10
DATE

2-15-1148

LAW OFFICES
ANTHONY S. ESPOSITO
ATTORNEY AT LAW

HILLTOP EXECUTIVE CENTER
1590 S. MILWAUKEE AVENUE
SUITE 202
LIBERTYVILLE, ILLINOIS 60048
(847) 816-2510
FAX (847) 816-3738
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WAUKEGAN


April 29, 2010

Ferris, Thompson & Zweig
ATTN: Mr. Gary R. Thompson
103 South Greenleaf - Ste. G
Gurnee, IL 60031

RE: Jose L. Rodriguez v. P.A. Staffing of Wisconsin/Rexam
IWCC No: 10WC15268 & 10WC15269
D/A: 12/03/2009

2 cases

Dear Gary:

This is written to confirm the understanding between our offices regarding the handling of the above captioned matter. Your office was retained by Jose L. Rodriguez for legal representation in the above captioned Worker's Compensation claim.

We have agreed that this matter has been referred to my office and you will also undertake representation of this client. My office will be primarily responsible for the preparation of any necessary documents and obtaining all necessary records for the processing of this claim. In addition, my office will represent this client before the Industrial Commission and will conduct any investigation, negotiations, and processing necessary to bring the matter to conclusion.

It is understood that a duplicate file shall be maintained at your office containing any correspondence or filings necessary to the claim. In addition, your office shall receive a status report from us regarding this matter periodically as relevant events develop or at other times with sixty (60) day intervals.

Your office shall be responsible for assisting us with client contact in your office as the need arises. You shall also assist in the preparation of initial interviews and document preparation necessary to the claim. In addition, you shall provide translation services as the need arises. However, it is understood that translation services performed outside your office will be an expense assessed to the client.

E

A-27

Mr. Gary R. Thompson
April 29, 2010
Page two

Legal fees in this matter will be shared by our offices based on our respective contributions in the handling of this case. We have agreed that my office shall receive fifty five percent (55%) of all attorney fees plus reimbursement for costs advanced by our office. Your office shall receive forty five percent (45%) of all attorney fees received as the result of this Worker's Compensation claim.

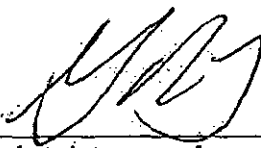
It is further understood and agreed that your office shall retain representation of this client in any related third party action. In the event a third party action is indicated as a result of this work related injury, it is our mutual intention that our office will continue representing this client subject to the terms and conditions of our Workers' Compensation agreement concerning this workers' compensation case.

It is understood that the terms and conditions of our agreement shall be disclosed to the client and are subject to his or her approval and consent. If you agree that this letter states the essential terms and agreement reached between our offices, please indicate by affirming your signature at the space provided below.

Very truly yours,

Law Offices of Anthony S. Esposito


Anthony S. Esposito



Agreed and Accepted

5-4-10
Date

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ASE/emc
Enclosures

2-15-1148

LAW OFFICES

FERRIS, THOMPSON & ZWEIG, LTD.

SAUL M. FERRIS
GARY R. THOMPSON
MICHAEL L. ZWEIG

ATTORNEYS AT LAW

103 S. GREENLEAF AVENUE, SUITE G
GURNEE, ILLINOIS 60031

TELEPHONE (847) 263-7770

FAX (847) 263-7771

www.injurylawyersHotLine.com

ATTORNEY - CLIENT AGREEMENT

I, Jose Rodriguez, hereby retain and employ the Law Offices of Ferris, Thompson & Zweig, LTD., to represent me in my claim resulting from an incident which occurred on or about 12-3, 2009, against any employer or other person(s), corporation, or any other organization which maybe liable to me under the Workers' Compensation Act or the Illinois Occupational Disease Act or any law. I understand and agree that Ferris, Thompson & Zweig, LTD., (FTZ), has contracted with the Law Firm of Anthony S. Esposito, (ASE) to pursue this workers' compensation claim on my behalf.

I further under and agree that the FTZ will have the following responsibilities and will receive the following compensation in connection with the my workers' compensation claim. FTZ shall:

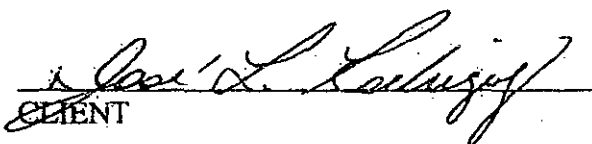
- a. Assist ASE with initial interviews and document preparation necessary to the claim;
- b. Be responsible for assisting ASE with client contact and communication in the offices of FTZ, as the need arises;
- c. Provide translation services as the need arises. However, translation services performed outside of the Offices of FTZ, will be an expense assessed to the client.
- d. Represent the client in any related third party action. In the event a third party action is initiated as a result of the work-related injury, it is understood that ASE will continue representing the client subject to the terms and conditions of the workers' compensation agreement concerning this workers' compensation case;
- e. Keep a duplicate file in its office containing any correspondence or filings associated with this claim; and
- f. Receive 45% of all attorney's fees recovered from this claim;

E'

I further understand and agree that the ASE will have the following responsibilities and will receive the following compensation in connection with the pursuit of my workers' compensation claim. ASE shall:

- a. Be responsible for the preparation of any necessary documents and obtaining all necessary records necessary to the processing of this claim;
- b. Represent the client before the Industrial Commission and will conduct any investigation, negotiations, and processing necessary to bring this claim to a conclusion;
- c. Forward status reports to FTZ, every sixty days or as significant developments occur in connection with the handling of the claim; and
- d. Receive 55% of all attorney's fees recovered from this claim, plus reimbursement for the cost advanced by ASE.

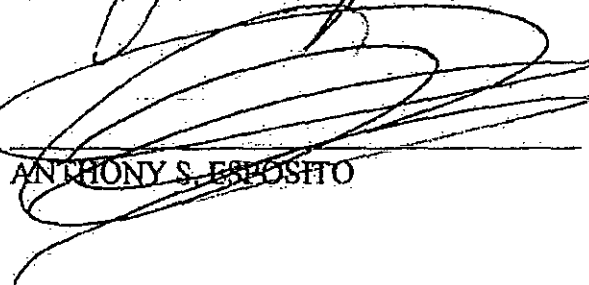
I understand and agree to the above terms and conditions.


CLIENT

4-12-10
DATE


FERRIS, THOMPSON & ZWEIG, LTD.

4-12-10
DATE


ANTHONY S. ESPOSITO

4/12/10
DATE

2-15-1148

LAW OFFICES
ANTHONY S. ESPOSITO
ATTORNEY AT LAW

HILLTOP EXECUTIVE CENTER
1590 S. MILWAUKEE AVENUE
SUITE 202
LIBERTYVILLE, ILLINOIS 60048
(847) 816-3510
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April 7, 2010

Ferris, Thompson & Zweig
ATTN: Mr. Gary R. Thompson
103 South Greenleaf - Ste. G
Gurnee, IL 60031

RE: **Beatriz Ventura v. Country Inn & Suite**
IWCC No: 10WC11887
D/A: 11/13/2009

Dear Gary:

This is written to confirm the understanding between our offices regarding the handling of the above captioned matter. Your office was retained by **Beatriz Ventura** for legal representation in the above captioned Worker's Compensation claim.

We have agreed that this matter has been referred to my office and you will also undertake representation of this client. My office will be primarily responsible for the preparation of any necessary documents and obtaining all necessary records for the processing of this claim. In addition, my office will represent this client before the Industrial Commission and will conduct any investigation, negotiations, and processing necessary to bring the matter to conclusion.

It is understood that a duplicate file shall be maintained at your office containing any correspondence or filings necessary to the claim. In addition, your office shall receive a status report from us regarding this matter periodically as relevant events develop or at other times with sixty (60) day intervals.

Your office shall be responsible for assisting us with client contact in your office as the need arises. You shall also assist in the preparation of initial interviews and document preparation necessary to the claim. In addition, you shall provide translation services as the need arises. However, it is understood that translation services performed outside your office will be an expense assessed to the client.

F

A-31

2-15-1148

Mr. Gary R. Thompson

April 7, 2010

Page two

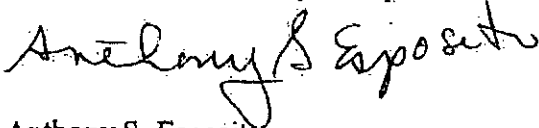
Legal fees in this matter will be shared by our offices based on our respective contributions in the handling of this case. We have agreed that my office shall receive fifty five percent (55%) of all attorney fees plus reimbursement for costs advanced by our office. Your office shall receive forty five percent (45%) of all attorney fees received as the result of this Worker's Compensation claim.

It is further understood and agreed that your office shall retain representation of this client in any related third party action. In the event a third party action is indicated as a result of this work related injury, it is our mutual intention that our office will continue representing this client subject to the terms and conditions of our Workers' Compensation agreement concerning this workers' compensation case.


It is understood that the terms and conditions of our agreement shall be disclosed to the client and are subject to his or her approval and consent. If you agree that this letter states the essential terms and agreement reached between our offices, please indicate by affirming your signature at the space provided below.

Very truly yours,

Law Offices of Anthony S. Esposito



Anthony S. Esposito



Agreed and Accepted

Date

Executed in two originals, Please return one for our file.

ASE/emc
Enclosures

2-15-1148

LAW OFFICES

FERRIS, THOMPSON & ZWEIG, LTD.

SAUL M. FERRIS
GARY R. THOMPSON
MICHAEL L. ZWEIG

ATTORNEYS AT LAW

103 S. GREENLEAF AVENUE, SUITE G
GURNEE, ILLINOIS 60081

TELEPHONE (847) 263-7770

FAX (847) 263-7771

www.injurylawyersHotLine.com

CONTRATO DE ABOGADO Y CLIENTE

Yo, Beatriz Vazquez, contrato los servicios legales de los abogados de Ferris, Thompson & Zweig, Ltd., para que me representen en mi reclamo contra cualquier patrón o cualquier otra persona(s), corporación, o cualquier otra organización que puede ser responsable bajo la ley de Workers' Compensation Act o la Illinois Occupational Disease Act por un accidente que ocurrió el 13 de nov del 200 9. Yo entiendo y estoy de acuerdo que Ferris, Thompson & Zweig, Ltd., (FTZ) ha contratado con la oficina de Anthony S. Esposito, (ASE) para seguir el reclamo de workers' compensation a mi favor.

Yo también entiendo y estoy de acuerdo que FTZ va a tener las siguientes responsabilidades y recibirá la compensación siguiente en relación con mi reclamo de workers' compensation. FTZ será responsable por lo siguiente:

- a. Asistir a ASE con las entrevistas iniciales y con la preparación de los documentos necesarios para el reclamo;
- b. Asistir a ASE en comunicarse con los clientes cuando lleguen a las oficinas de FTZ;
- c. Tener servicios de traducción cuando sea necesario en la oficina de FTZ. Cualquier servicio de traducción que sea fuera de la oficina de FTZ, será un gasto del cliente;
- d. Representar al cliente en cualquier acción de terceras partes. Si un caso de la tercera parte este iniciada por la causa de una lastimadura personal que ocurrió en el trabajo, también entendido que ASE me seguira representando en mi reclamo de workers' compensation; y
- e. FTZ recibirá 45% de los honorarios de abogado ganados en mi reclamo.

F1

2-15-1148

Yo también entiendo y estoy de acuerdo que ASE tendrá las siguientes responsabilidades y recibirá la siguiente compensación en relación con mi reclamo de workers' compensation. ASE será responsable por:

- a. la preparación de cualquier documentos necesarios para mi representación y obtener todo los archivos necesarios para proceder con este reclamo;
- b. Representarme ante la Workers' Compensation Commission y hacer cualquier investigación, negociación y hacer lo necesario para traer este reclamo a una conclusión;
- c. Mandar reportes a FTZ cada vez que sea necesario en relación del reclamo y
- d. Finalmente, recibir 55% de los honorarios de abogado que se reciban por medio de este reclamo, mas cualquier reembolso por gastos que haya adelantando ASE.

Yo entiendo y estoy de acuerdo con y las condiciones escritos arriba.

X Beatriz Ventura
Cliente

Fecha: 3

(Signature)
Ferris, Thompson & Zweig, Ltd.

Date: 1

(Signature)
Anthony S. Esposito

Date: 6


10

2-15-1148

LAW OFFICES
ANTHONY S. ESPOSITO
ATTORNEY AT LAW

HILLTOP EXECUTIVE CENTER
1590 S. MILWAUKEE AVENUE
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WAUKEGAN
 606

September 10, 2008

Mr. Gary R. Thompson
Ferris Thompson & Zweig
103 South Greenleaf Ave., Ste. G
Gurnee, Illinois 60031

RE: **Miguel Salgado v. Zebra Technology**
IWCC No: **08WC38757**
D/A: **07/18/2008**

Dear Gary:

This is written to confirm the understanding between our offices regarding the handling of the above captioned matter. Your office was retained by **Miguel Salgado** for legal representation in the above captioned Worker's Compensation claim.

We have agreed that this matter has been referred to my office and you will also undertake representation of this client. My office will be primarily responsible for the preparation of any necessary documents and obtaining all necessary records for the processing of this claim. In addition, my office will represent this client before the Industrial Commission and will conduct any investigation, negotiations, and processing necessary to bring the matter to conclusion.

It is understood that a duplicate file shall be maintained at your office containing any correspondence or filings necessary to the claim. In addition, your office shall receive a status report from us regarding this matter periodically as relevant events develop or at other times with sixty (60) day intervals.

Your office shall be responsible for assisting us with client contact in your office as the need arises. You shall also assist in the preparation of initial interviews and document preparation necessary to the claim. In addition, you shall provide translation services as the need arises. However, it is understood that translation services performed outside your office will be an expense assessed to the client.

G

A-35

Mr. Gary R. Thompson
September 10, 2008
Page two

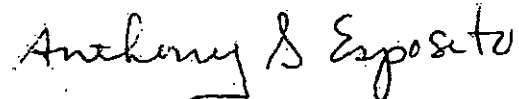
Legal fees in this matter will be shared by our offices based on our respective contributions in the handling of this case. We have agreed that my office shall receive fifty five percent (55%) of all attorney fees plus reimbursement for costs advanced by our office. Your office shall receive forty five percent (45%) of all attorney fees received as the result of this Worker's Compensation claim.

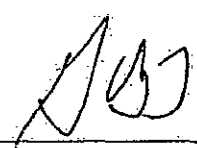
It is further understood and agreed that your office shall retain representation of this client in any related third party action. In the event a third party action is indicated as a result of this work related injury, it is our mutual intention that our office will continue representing this client subject to the terms and conditions of our Workers' Compensation agreement concerning this workers' compensation case.

It is understood that the terms and conditions of our agreement shall be disclosed to the client and are subject to his or her approval and consent. If you agree that this letter states the essential terms and agreement reached between our offices, please indicate by affirming your signature at the space provided below.

Very truly yours,

Law Offices of Anthony S. Esposito


Anthony S. Esposito



Agreed and Accepted



Date

Executed in two originals, Please return one for our file.

ASE/emc
Enclosures

2-15-1148

LAW OFFICES

FERRIS, THOMPSON & ZWEIG, LTD.

SAUL M. FERRIS
GARY R. THOMPSON
MICHAEL L. ZWEIG

ATTORNEYS AT LAW

108 S. GREENLEAF AVENUE, SUITE G
GURNEE, ILLINOIS 60031

TELEPHONE (847) 263-7770

FAX (847) 263-7771

www.injurylawyersHotLine.com

CONTRATO DE ABOGADO Y CLIENTE

Yo, Miguel Salgado, contrato los servicios legales de los abogados de Ferris, Thompson Zweig, Ltd., para que me representen en mi reclamo contra cualquier patrón o cualquier otra persona(s), corporación, o cualquier otra organización que puede ser responsable bajo la ley de Workers' Compensation Act o la Illinois Occupational Disease Act por un accidente que ocurrió el 18 de Julio del 2008. Yo entiendo y estoy de acuerdo que Ferris, Thompson & Zweig, Ltd., (FTZ) ha contratado con la oficina de Anthony S. Esposito, (ASE) para seguir el reclamo de workers' compensation a mi favor.

Yo también entiendo y estoy de acuerdo que FTZ va a tener las siguientes responsabilidades y recibirá la compensación siguiente en relación con mi reclamo de workers' compensation. FTZ será responsable por lo siguiente:

- a. Asistir a ASE con las entrevistas iniciales y con la preparación de los documentos necesarios para el reclamo;
- b. Asistir a ASE en comunicarse con los clientes cuando lleguen a las oficinas de FTZ;
- c. Tener servicios de traducción cuando sea necesario en la oficina de FTZ. Cualquier servicio de traducción que sea fuera de la oficina de FTZ, será un gasto del cliente;
- d. Representar al cliente en cualquier acción de terceras partes. Si un caso de la tercera parte este iniciada por la causa de una lastimadura personal que ocurrió en el trabajo, también entendido que ASE me seguira representando en mi reclamo de workers' compensation; y
- e. FTZ recibirá 45% de los honorarios de abogado ganados en mi reclamo.

G'

A-37

C0000303

2-15-1148

Yo también entiendo y estoy de acuerdo que ASE tendrá las siguientes responsabilidades y recibirá la siguiente compensación en relación con mi reclamo de workers' compensation. ASE sera responsable por:

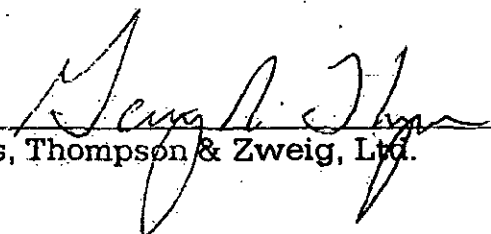
- a. la preparación de cualquier documentos necesarios para mi representación y obtener todo los archivos necesarios para proceder con este reclamo;
- b. Representarme ante la Workers' Compensation Commission y hacer cualquier investigación, negociación y hacer lo necesario para traer este reclamo a una conclusión;
- c. Mandar reportes a FTZ cada vez que sea necesario en relación del reclamo y
- d. Finalmente, recibir 55% de los honorarios de abogado que se reciban por medio de este reclamo, mas cualquier reembolso por gastos que haya adelantando ASE.

Yo entiendo y estoy de acuerdo con y las condiciones escritos arriba.



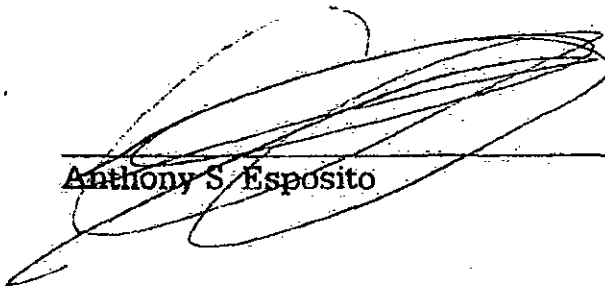
Cliente

Fecha: 6-20-04



Ferris, Thompson & Zweig, Ltd.

Date: ~~6-20-04~~ 6-20-04



Anthony S. Esposito

Date: 6/20/04

2-15-1148

LAW OFFICES

ANTHONY S. ESPOSITO

ATTORNEY AT LAW

HILLTOP EXECUTIVE CENTER
1590 S. MILWAUKEE AVENUE
SUITE 202
LIBERTYVILLE, ILLINOIS 60048
(847) 816-3510
FAX (847) 816-3738

REPLY TO LIBERTYVILLE OFFICE

November 11, 2009

OFFICES AVAILABLE
BY APPOINTMENT

CHICAGO
WHEATON
WAUKEGAN
© 688

Mr. Gary R. Thompson
Ferris Thompson & Zweig
103 South Greenleaf Ave., Ste. C
Gurnee, Illinois 60031

RE: Fernando Colunga v. Sigma Services Corp.

IWCC No: 09WC44198

D/A: 09/10/2009

Dear Gary:

This is written to confirm the understanding between our offices regarding the handling of the above captioned matter. Your office was retained by **Fernando Colunga**, for legal representation in the above captioned Worker's Compensation claim.

We have agreed that this matter has been referred to my office and you will also undertake representation of this client. My office will be primarily responsible for the preparation of any necessary documents and obtaining all necessary records for the processing of this claim. In addition, my office will represent this client before the Industrial Commission and will conduct any investigation, negotiations, and processing necessary to bring the matter to conclusion.

It is understood that a duplicate file shall be maintained at your office containing any correspondence or filings necessary to the claim. In addition, your office shall receive a status report from us regarding this matter periodically as relevant events develop or at other times with sixty (60) day intervals.

Your office shall be responsible for assisting us with client contact in your office as the need arises. You shall also assist in the preparation of initial interviews and document preparation necessary to the claim. In addition, you shall provide translation services as the need arises. However, it is understood that translation services performed outside your office will be an expense assessed to the client.

H

A-39

C0000305

2-15-1148

Mr. Gary R. Thompson
November 11, 2009
Page two

Legal fees in this matter will be shared by our offices based on our respective contributions in the handling of this case. We have agreed that my office shall receive fifty five percent (55%) of all attorney fees plus reimbursement for costs advanced by our office. Your office shall receive forty five percent (45%) of all attorney fees received as the result of this Worker's Compensation claim.


It is further understood and agreed that your office shall retain representation of this client in any related third party action. In the event a third party action is indicated as a result of this work related injury, it is our mutual intention that our office will continue representing this client subject to the terms and conditions of our Workers' Compensation agreement concerning this workers' compensation case.

It is understood that the terms and conditions of our agreement shall be disclosed to the client and are subject to his or her approval and consent. If you agree that this letter states the essential terms and agreement reached between our offices, please indicate by affirming your signature at the space provided below.

Very truly yours,

Law Offices of Anthony S. Esposito


Anthony S. Esposito



Agreed and Accepted



Date

Executed in two originals, Please return one for our file.

ASE/emc
Enclosures

2-15-1148

LAW OFFICES

FERRIS, THOMPSON & ZWEIG, LTD.

SAUL M. FERRIS
GARY R. THOMPSON
MICHAEL L. ZWEIG

ATTORNEYS AT LAW

108 S. GREENLEAF AVENUE, SUITE G
GURNER, ILLINOIS 60031

TELEPHONE (847) 263-7770

FAX (847) 263-7771

www.injurylawyersHotLine.com

CONTRATO DE ABOGADO Y CLIENTE

Yo, Fernando Salazar, contrato los servicios legales de los abogados de Ferris, Thompson Zweig, Ltd., para que me representen en mi reclamo contra cualquier patrón o cualquier otra persona(s), corporación, o cualquier otra organización que puede ser responsable bajo la ley de Workers' Compensation Act o la Illinois Occupational Disease Act por un accidente que ocurrió el 10^o de 5/15 del 200 9. Yo entiendo y estoy de acuerdo que Ferris, Thompson & Zweig, Ltd., (FTZ) ha contratado con la oficina de Anthony S. Esposito, (ASE) para seguir el reclamo de workers' compensation a mi favor.

Yo también entiendo y estoy de acuerdo que FTZ va a tener las siguientes responsabilidades y recibirá la compensación siguiente en relación con mi reclamo de workers' compensation. FTZ será responsable por lo siguiente:

- a. Asistir a ASE con las entrevistas iniciales y con la preparación de los documentos necesarios para el reclamo;
- b. Asistir a ASE en comunicarse con los clientes cuando lleguen a las oficinas de FTZ;
- c. Tener servicios de traducción cuando sea necesario en la oficina de FTZ. Cualquier servicio de traducción que sea fuera de la oficina de FTZ, será un gasto del cliente;
- d. Representar al cliente en cualquier acción de terceras partes. Si un caso de la tercera parte este iniciada por la causa de una lastimadura personal que ocurrió en el trabajo, también entendido que ASE me seguira representando en mi reclamo de workers' compensation; y
- e. FTZ recibirá 45% de los honorarios de abogado ganados en mi reclamo.

H'

A-41

2-15-1148

Yo también entiendo y estoy de acuerdo que ASE tendrá las siguientes responsabilidades y recibirá la siguiente compensación en relación con mi reclamo de workers' compensation. ASE será responsable por:

- a. la preparación de cualquier documentos necesarios para mi representación y obtener todo los archivos necesarios para proceder con este reclamo;
- b. Representarme ante la Workers' Compensation Commission y hacer cualquier investigación, negociación y hacer lo necesario para traer este reclamo a una conclusión;
- c. Mandar reportes a FTZ cada vez que sea necesario en relación del reclamo y
- d. Finalmente, recibir 55% de los honorarios de abogado que se reciban por medio de este reclamo, mas cualquier reembolso por gastos que haya adelantando ASE.

Yo entiendo y estoy de acuerdo con y las condiciones escritos arriba.

Gerardo Colunga
Cliente

Fecha: 9-17-09

Harry R. Thompson
Farris, Thompson & Zweig, Ltd.

Date: 9-17-09

Anthony S. Esposito

Date: 9/17/09

2-15-1148

LAW OFFICES

ANTHONY S. ESPOSITO

ATTORNEY AT LAW

HILLTOP EXECUTIVE CENTER
1590 N. MILWAUKEE AVENUE
SUITE 202
LIBERTYVILLE, ILLINOIS 60048
(847) 816-2510
FAX (847) 816-3738
REPLY TO LIBERTYVILLE OFFICE

April 29, 2010

OFFICES AVAILABLE
BY APPOINTMENT

CHICAGO
WHEATON
WAUKEGAN

Ferris, Thompson & Zweig
ATTN: Mr. Gary R. Thompson
103 South Greenleaf - Ste. G
Gurnee, IL 60031

RE: Maria Tovar v. Hampton Inn & Suites
IWCC No: 10WC15273
D/A: 09/05/2009

Dear Gary:

This is written to confirm the understanding between our offices regarding the handling of the above captioned matter. Your office was retained by Maria Tovar for legal representation in the above captioned Worker's Compensation claim.

We have agreed that this matter has been referred to my office and you will also undertake representation of this client. My office will be primarily responsible for the preparation of any necessary documents and obtaining all necessary records for the processing of this claim. In addition, my office will represent this client before the Industrial Commission and will conduct any investigation, negotiations, and processing necessary to bring the matter to conclusion.

It is understood that a duplicate file shall be maintained at your office containing any correspondence or filings necessary to the claim. In addition, your office shall receive a status report from us regarding this matter periodically as relevant events develop or at other times with sixty (60) day intervals.

Your office shall be responsible for assisting us with client contact in your office as the need arises. You shall also assist in the preparation of initial interviews and document preparation necessary to the claim. In addition, you shall provide translation services as the need arises. However, it is understood that translation services performed outside your office will be an expense assessed to the client.

I

2-15-1148

Mr. Gary R. Thompson

April 29, 2010

Page two

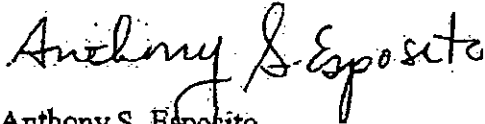
Legal fees in this matter will be shared by our offices based on our respective contributions in the handling of this case. We have agreed that my office shall receive fifty five percent (55%) of all attorney fees plus reimbursement for costs advanced by our office. Your office shall receive forty five percent (45%) of all attorney fees received as the result of this Worker's Compensation claim.

It is further understood and agreed that your office shall retain representation of this client in any related third party action. In the event a third party action is indicated as a result of this work related injury, it is our mutual intention that our office will continue representing this client subject to the terms and conditions of our Workers' Compensation agreement concerning this workers' compensation case.


It is understood that the terms and conditions of our agreement shall be disclosed to the client and are subject to his or her approval and consent. If you agree that this letter states the essential terms and agreement reached between our offices, please indicate by affirming your signature at the space provided below.

Very truly yours,

Law Offices of Anthony S. Esposito



Anthony S. Esposito



Agreed and Accepted

Date

Executed in two originals, Please return one for our file.

ASE/emc
Enclosures

2-15-1148

LAW OFFICES

FERRIS, THOMPSON & ZWEIG, LTD.

SAUL M. FERRIS
GARY R. THOMPSON
MICHAEL L. ZWEIG

ATTORNEYS AT LAW

108 S. GREENLEAF AVENUE, SUITE G
GUERNER, ILLINOIS 60081

TELEPHONE (847) 263-7770

FAX (847) 263-7771

www.injurylawyersHotLine.com

CONTRATO DE ABOGADO Y CLIENTE

Yo, MARIA TORRES, contrato los servicios legales de los abogados de Ferris, Thompson & Zweig, Ltd., para que me representen en mi reclamo contra cualquier patrón o cualquier otra persona(s), corporación, o cualquier otra organización que puede ser responsable bajo la ley de Workers' Compensation Act o la Illinois Occupational Disease Act por un accidente que ocurrió el 5 de sept del 2009. Yo entiendo y estoy de acuerdo que Ferris, Thompson & Zweig, Ltd., (FTZ) ha contratado con la oficina de Anthony S. Esposito, (ASE) para seguir el reclamo de workers' compensation a mi favor.

Yo también entiendo y estoy de acuerdo que FTZ va a tener las siguientes responsabilidades y recibirá la compensación siguiente en relación con mi reclamo de workers' compensation. FTZ será responsable por lo siguiente:

- a. Asistir a ASE con las entrevistas iniciales y con la preparación de los documentos necesarios para el reclamo;
- b. Asistir a ASE en comunicarse con los clientes cuando lleguen a las oficinas de FTZ;
- c. Tener servicios de traducción cuando sea necesario en la oficina de FTZ. Cualquier servicio de traducción que sea fuera de la oficina de FTZ, será un gasto del cliente;
- d. Representar al cliente en cualquier acción de terceras partes. Si un caso de la tercera parte este iniciada por la causa de una lastimadura personal que ocurrió en el trabajo, también entendido que ASE me seguira representando en mi reclamo de workers' compensation; y
- e. FTZ recibirá 45% de los honorarios de abogado ganados en mi reclamo.

I'

A-45

2-15-1148

Yo también entiendo y estoy de acuerdo que ASE tendrá las siguientes responsabilidades y recibirá la siguiente compensación en relación con mi reclamo de workers' compensation. ASE sera responsable por:

- a. la preparación de cualquier documentos necesarios para mi representación y obtener todo los archivos necesarios para proceder con este reclamo;
- b. Representarme ante la Workers' Compensation Commission y hacer cualquier investigación, negociación y hacer lo necesario para traer este reclamo a una conclusión;
- c. Mandar reportes a FTZ cada vez que sea necesario en relación del reclamo y
- d. Finalmente, recibir 55% de los honorarios de abogado que se reciban por medio de este reclamo, mas cualquier reembolso por gastos que hayga adelantando ASE.

Yo entiendo y estoy de acuerdo con y las condiciones escritos arriba.

Maria Torar
Cliente

Fecha:

3/30/10

[Signature]
Ferris, Thompson & Zweig, Ltd.

Date:

3/30/10

[Signature]
Anthony S. Esposito

Date:

3/30/10

LAW OFFICES
ANTHONY S. ESPOSITO
ATTORNEY AT LAW

HILLTOP EXECUTIVE CENTER
1590 S. MILWAUKEE AVENUE
SUITE 202
LIBERTYVILLE, ILLINOIS 60048
(847) 816-3510
FAX (847) 816-3738
REPLY TO LIBERTYVILLE OFFICE

June 1, 2009

OFFICES AVAILABLE
BY APPOINTMENT

CHICAGO
WHEATON
WAUKEGAN


Mr. Gary R. Thompson
Ferris Thompson & Zweig
103 South Greenleaf Ave., Ste. C
Gurnee, Illinois 60031

RE: **Carlos Duarte v. Orval Kent**
IWCC No. **09WC22560 & 09WC22561**
D/A: **04/14/2008 & 09/18/2007**

Dear Gary:

This is written to confirm the understanding between our offices regarding the handling of the above captioned matter. Your office was retained by **Carlos Duarte** for legal representation in the above captioned Worker's Compensation claim.

We have agreed that this matter has been referred to my office and you will also undertake representation of this client. My office will be primarily responsible for the preparation of any necessary documents and obtaining all necessary records for the processing of this claim. In addition, my office will represent this client before the Industrial Commission and will conduct any investigation, negotiations, and processing necessary to bring the matter to conclusion.

It is understood that a duplicate file shall be maintained at your office containing any correspondence or filings necessary to the claim. In addition, your office shall receive a status report from us regarding this matter periodically as relevant events develop or at other times with sixty (60) day intervals.

Your office shall be responsible for assisting us with client contact in your office as the need arises. You shall also assist in the preparation of initial interviews and document preparation necessary to the claim. In addition, you shall provide translation services as the need arises. However, it is understood that translation services performed outside your office will be an expense assessed to the client.

J

Mr. Gary R. Thompson

June 1, 2009

Page two

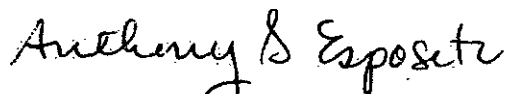
Legal fees in this matter will be shared by our offices based on our respective contributions in the handling of this case. We have agreed that my office shall receive fifty five percent (55%) of all attorney fees plus reimbursement for costs advanced by our office. Your office shall receive forty five percent (45%) of all attorney fees received as the result of this Worker's Compensation claim.

It is further understood and agreed that your office shall retain representation of this client in any related third party action. In the event a third party action is indicated as a result of this work related injury, it is our mutual intention that our office will continue representing this client subject to the terms and conditions of our Workers' Compensation agreement concerning this workers' compensation case.


It is understood that the terms and conditions of our agreement shall be disclosed to the client and are subject to his or her approval and consent. If you agree that this letter states the essential terms and agreement reached between our offices, please indicate by affirming your signature at the space provided below.

Very truly yours,

Law Offices of Anthony S. Esposito



Anthony S. Esposito



Agreed and Accepted

Date

Executed in two originals, Please return one for our file.

ASE/emc
Enclosures

2-15-1148

LAW OFFICES

FERRIS, THOMPSON & ZWEIG, LTD.

SAUL M. FERRIS
GARY R. THOMPSON
MICHAEL L. ZWEIG

ATTORNEYS AT LAW

103 S. GREENLEAF AVENUE, SUITE G
GURNEE, ILLINOIS 60031

TELEPHONE (847) 263-7770

FAX (847) 263-7771

www.injurylawyersHotLine.com

CONTRATO DE ABOGADO Y CLIENTE

Yo, Carlos Duarte, contrato los servicios legales de los abogados de Ferris, Thompson Zweig, Ltd., para que me representen en mi reclamo contra cualquier patrón o cualquier otra persona(s), corporación, o cualquier otra organización que puede ser responsable bajo la ley de Workers' Compensation Act o la Illinois Occupational Disease Act por un accidente que ocurrió el 9-18-07 + 11-14-18 de del 200 . Yo entiendo y estoy de acuerdo que Ferris, Thompson & Zweig, Ltd., (FTZ) ha contratado con la oficina de Anthony S. Esposito, (ASE) para seguir el reclamo de workers' compensation a mi favor.

Yo también entiendo y estoy de acuerdo que FTZ va a tener las siguientes responsabilidades y recibirá la compensación siguiente en relación con mi reclamo de workers' compensation. FTZ será responsable por lo siguiente:

- a. Asistir a ASE con las entrevistas iniciales y con la preparación de los documentos necesarios para el reclamo;
- b. Asistir a ASE en comunicarse con los clientes cuando lleguen a las oficinas de FTZ;
- c. Tener servicios de traducción cuando sea necesario en la oficina de FTZ. Cualquier servicio de traducción que sea fuera de la oficina de FTZ, será un gasto del cliente;
- d. Representar al cliente en cualquier acción de terceras partes. Si un caso de la tercera parte este iniciada por la causa de una lastimadura personal que ocurrió en el trabajo, también entendido que ASE me seguira representando en mi reclamo de workers' compensation; y
- e. FTZ recibirá 45% de los honorarios de abogado ganados en mi reclamo.

J'

A-49

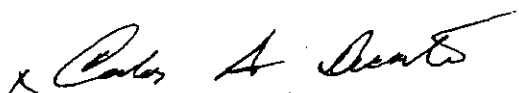
C0000315

2-15-1148

Yo también entiendo y estoy de acuerdo que ASE tendrá las siguientes responsabilidades y recibirá la siguiente compensación en relación con mi reclamo de workers' compensation. ASE sera responsable por:

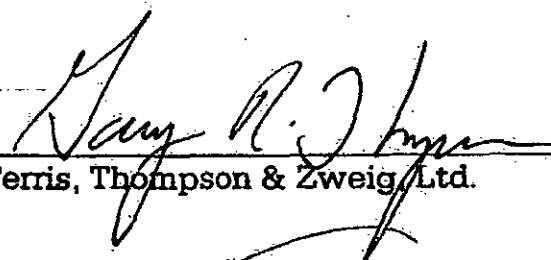
- a. la preparación de cualquier documentos necesarios para mi representación y obtener todo los archivos necesarios para proceder con este reclamo;
- b. Representarme ante la Workers' Compensation Commission y hacer cualquier investigación, negociación y hacer lo necesario para traer este reclamo a una conclusión;
- c. Mandar reportes a FTZ cada vez que sea necesario en relación del reclamo y
- d. Finalmente, recibir 55% de los honorarios de abogado que se reciban por medio de este reclamo, mas cualquier reembolso por gastos que haya adelantando ASE.

Yo entiendo y estoy de acuerdo con y las condiciones escritos arriba.



Cliente

Fecha: 4-8-09



Ferris, Thompson & Zweig, Ltd.

Date: 4-8-09



Anthony S. Esposito

Date: 4-8-09



LAW OFFICES

FERRIS, THOMPSON & ZWEIG, LTD.

SAUL M. FERRIS
GARY R. THOMPSON
MICHAEL L. ZWEIG

ATTORNEYS AT LAW

108 S. GREENLEAF AVENUE, SUITE G
GURNEE, ILLINOIS 60031

TELEPHONE (847) 263-7770

FAX (847) 263-7771

www.injurylawyersHotline.com

ATTORNEY - CLIENT AGREEMENT

I, Sophona Galand, hereby retain and employ the Law Offices of Ferris, Thompson & Zweig, LTD., to represent me in my claim resulting from an incident which occurred on or about 2-27, 2009 against any employer or other person(s), corporation, or any other organization which maybe liable to me under the Workers' Compensation Act or the Illinois Occupational Disease Act or any law. I understand and agree that Ferris, Thompson & Zweig, LTD., (FTZ), has contracted with the Law Firm of Anthony S. Esposito, (ASE) to pursue this workers' compensation claim on my behalf.

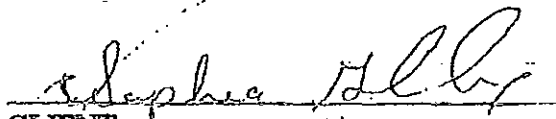
I further under and agree that the FTZ will have the following responsibilities and will receive the following compensation in connection with the my workers' compensation claim. FTZ shall:

- a. Assist ASE with initial interviews and document preparation necessary to the claim;
- b. Be responsible for assisting ASE with client contact and communication in the offices of FTZ, as the need arises;
- c. Provide translation services as the need arises. However, translation services performed outside of the Offices of FTZ, will be an expense assessed to the client.
- d. Represent the client in any related third party action. In the event a third party action is initiated as a result of the work-related injury, it is understood that ASE will continue representing the client subject to the terms and conditions of the workers' compensation agreement concerning this workers' compensation case;
- e. Keep a duplicate file in its office containing any correspondence or filings associated with this claim; and
- f. Receive 45% of all attorney's fees recovered from this claim;

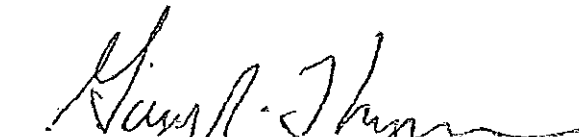
I further understand and agree that the ASE will have the following responsibilities and will receive the following compensation in connection with the pursuit of my workers' compensation claim. ASE shall:

- a. Be responsible for the preparation of any necessary documents and obtaining all necessary records necessary to the processing of this claim;
- b. Represent the client before the Industrial Commission and will conduct any investigation, negotiations, and processing necessary to bring this claim to a conclusion;
- c. Forward status reports to FTZ, every sixty days or as significant developments occur in connection with the handling of the claim; and
- d. Receive 55% of all attorney's fees recovered from this claim, plus reimbursement for the cost advanced by ASE.

I understand and agree to the above terms and conditions.


CLIENT

7-13-09
DATE


FERRIS, THOMPSON & ZWEIF, LTD.

7-13-09
DATE


ANTHONY S. ESPOSITO

7/13/09
DATE

FILED

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS

MAR 25 2015

FERRIS, THOMPSON AND ZWEIG,
LTD.,

Plaintiff,

v.

ANTHONY ESPOSITO,

Defendant.

Case No. 13 L 483

Keith E. B...
CIRCUIT CLERK

MOTION TO DISMISS PLAINTIFF'S SECOND AMENDED COMPLAINT

NOW COMES Defendant, Anthony Esposito, by and through his attorneys, and for his Motion to Dismiss Plaintiff's Second Amended Complaint Pursuant to 735 ILCS 5/2-615, states as follows.

1. Plaintiff's Second Amended Complaint again asserts multiple counts alleging breach of contract relative to alleged agreements for the division of attorneys' fees. Plaintiff's Complaint and First Amended Complaint were insufficient as a matter of law as they failed to attach agreements that comply with Illinois Rule of Professional Conduct 1.5(e). Plaintiff implicitly admits that its claims are subject to the requirements of Rule 1.5(e) by abandoning 13 counts previously asserted in the Amended Complaint which cannot be supported by attaching written contracts signed by the clients. However, Plaintiff's Second Amended Complaint still fails to satisfy Rule 1.5(e) as the attached alleged contracts do not expressly state that Plaintiff assumed joint financial responsibility for the representation of the clients.

2. The Court in *Fohrman and Associates, Ltd. v. Marc D. Alberts, P.C.* explains the requirements of a breach of contract claim asserted by an attorney seeking the recovery of referral fees from an attorney who represents the referred client. 2014 IL App (1st) 123351, ¶ 44. The

Fohrman court held that an attorney seeking the recovery of referral fees from an attorney not in the same firm must strictly comply with Rule 1.5 (e). 2014 IL App (1st) 123351, ¶ 44.

“Contracts between lawyers that violate Rule 1.5 are against public policy and cannot be enforced.” *Id.* at ¶ 32 citing *Richards v. SSM Health Care, Inc.*, 311 Ill. App. 3d 560, 564 (1st Dist. 2000).

3. Illinois Rule of Professional Conduct 1.5(e) provides as follows:

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer, or if the primary service performed by one lawyer is the referral of the client to another lawyer and each lawyer assumes joint financial responsibility for the representation;

(2) the client agrees to the arrangement, including the share each lawyer will receive, and the agreement is confirmed in writing; and

(3) the total fee is reasonable.

4. “Rule 1.5 ‘embod[ies] this state’s public policy of placing the rights of clients above and beyond any lawyers’ remedies in seeking to enforce fee-sharing arrangements.’” *Fohrman* at ¶ 35 quoting *Romanek v. Connelly*, 324 Ill. App. 3d 393, 399 (1st Dist. 2001). In the absence of strict compliance with Rule 1.5(e), an attorney may not recover referral fees. *Id.* at ¶ 44. Rule 1.5, like all Illinois Rules of Professional Conduct, “is applied retroactively, even though it was different from its predecessor rule.” *Fohrman* at ¶ 32 citing *Dowd & Dowd v. Gleason*, 181 Ill. 2d 460, 481 (1998). The disciplinary rules adopted by the Supreme Court

overrule prior judicial decisions which conflict with their requirements. *Id.* citing *In re Vrdolyak*, 137 Ill. 2d 407, 422 (1990).

5. Because the alleged contracts attached to the Second Amended Complaint do not state that the Plaintiff agreed to assume joint financial responsibility for the subject representation, Plaintiff is barred from enforcing the alleged agreements and Plaintiff's claims should be should be dismissed with prejudice.

WHEREFORE, for the reasons stated above, Defendant Anthony Esposito respectfully requests that this Court dismiss Plaintiff's Second Amended Complaint and that he be awarded his costs incurred herein.

Respectfully submitted,
Defendant, Anthony Esposito, by and through his
attorneys, Trobe, Babowice & Associates, LLC

By: 

One of his attorneys

Michael D. Furlong (Atty. No. 6289523)
Peter M. Trobe (Atty. No. 02857863)
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FILED
JUL 02 2015
Keith Binn
CIRCUIT CLERK

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

IN THE CIRCUIT COURT OF THE NINETEENTH
JUDICIAL CIRCUIT, LAKE COUNTY, ILLINOIS

FERRIS, THOMSON AND)
ZWIEG, LTD)

-vs-)

ANTHONY ESPISITO)

GEN. NO. 13 L 483

ORDER

This cause coming to be heard on Defendant's Motion to Dismiss, the Court makes the following findings:

I. ISSUE PRECLUSION/ COLLATERAL ESTOPPEL

The Plaintiff asserts that the issue before the Court was previously litigated by the parties in 12 SC 622, and therefore defendant is collaterally estopped from making the same argument in the instant matter. Defendant counters that the precise issue was never decided upon in the previous case.

Issue preclusion prevents "relitigation of one suit of an identical issue already resolved against the party against whom the bar is sought." *Kessinger v. Grefco, Inc*, 173 Ill.2d 447, 460 (1996). For the doctrine to apply, there must be: 1) identical issues presented; 2) with the same party; 3) and a final judgment on the merits. *Hurlbert v. Charles*, 238 Ill.2d 248, 255 (2010).

The only issue in the present case is whether the identical issue was previously litigated and decided. In determining whether an identical issue was previously decided, the court must find that the issue in the first suit was (i) identical to the issue in the second suit, (ii) actually litigated and decided in the first suit, and (iii) essential to the judgment in the first suit. *Talarico v. Dunlap*, 177 Ill.2d 185, 191 (1997). The party asserting the estoppel bears a "heavy burden of showing with certainty that the identical and precise issue sought to be precluded in the later adjudication was

decided in the previous adjudication.” *Anderson v. Fin. Matters, Inc.* 285 Ill. App. 3d 123, 132 (2nd Dist. 1996). For example, in *Anderson*, issue preclusion did not apply even though a previous court dismissed the identical complaint because the court did not make specific findings, which left it uncertain as to what issue was actually determined. *Id.* “[I]n order for a former judgment to operate as an estoppel, there must have been a finding of a specific, material, and controlling fact in the former case, and it must conclusively appear that the issue of fact was so in issue that it was necessarily determined by the court rendering the judgment.” *Id.* Issue preclusion applies equally to both earlier determinations of fact and earlier determinations of law. *Du Page Forklift Serv., Inc. v. Material Handling Servs., Inc.*, 195 Ill. 2d 71, 79 (2001).

The precise issue presented in the present case is whether Illinois Rule of Professional Conduct 1.5(e) (“Rule 1.5(e)”) renders a referral only contract unenforceable if that contract does not explicitly state that both the Plaintiff and Defendant maintain joint financial responsibility in the case. After review of the record of the prior proceeding, including the motion to dismiss and the closing argument after the trial, the court finds that this precise issue was not litigated in the prior case and the doctrine of issue preclusion does not apply.

Motion to Dismiss

Plaintiff initially argues that the issue was raised in Defendant’s Reply brief to his Motion to Dismiss. In Paragraph 6, the Defendant in the prior litigation argued that Rule 1.5(e) would mandate dismissal because the Plaintiff did no work on the case and never assumed joint financial responsibility for the representation. First, this is not the same precise issue, as the assertion in the prior litigation does not claim the contract is unenforceable because it does not contain the joint financial responsibility language. Second, the issue was not actually litigated and decided upon by the Court.

The Plaintiff apparently never addressed this argument in writing. The reason is obvious. It was raised in the first instance in the reply, so Plaintiff did not have a chance to respond in writing. In fact, Defendant first brought up this issue during rebuttal argument on the Motion to Dismiss. Plaintiff’s counsel objected, asserting the argument had been waived and that it had nothing to do with subject matter jurisdiction – the issue that was being litigated in the Motion to Dismiss. (June 27,

2012 Transcript, P. 12.) More pointedly, Defense counsel never requested that the court dismiss the complaint because the contracts did not strictly comply with Rule 1.5(e). Instead, Defendant simply argued that since jurisdiction properly rested with Industrial Commission, then it was the Industrial Commission that would determine whether the Rules of Professional Responsibility would allow the contract to be enforced. (June 27, 2012 Transcript Tr. P. 12). This argument did not address the Rule 1.5(e) issue squarely, but instead circled back to the jurisdictional issue.

It is also clear from the transcript that Judge Fusz in no way decided the matter at issue in the instant case. He simply held that the circuit court had jurisdiction to hear the dispute for fees. (June 27, 2012 Transcript Tr. P. 18.)

Trial and Closing Argument

The transcript of the closing arguments also does not justify the application of the doctrine of issue preclusion. During closing, the Defense correctly argued that Rule 1.5(e) requires that two attorneys from different firms can divide fees only if proportioned to the services performed or if the primary service is the referral and the referring attorney assumes joint financial responsibility. (January 16, 2013 Transcript, P. 14.) Then he argued that the Plaintiff did not perform any work on the file, and that the Plaintiff also did not assume joint financial responsibility on the file because it did not share in the costs of prosecuting the Worker's Compensation cases. (January 16, 2013 Transcript, P. 14-15). He later argued that the Plaintiff was not entitled to compensation "under the rules of contract, incorporating the rules of professional conduct" (January 16, 2013 Transcript, P. 17), apparently because the Plaintiff did not participate in prosecuting the case and did not assume joint financial responsibility by sharing in the costs of financing the case. Defense counsel misconstrued the rule, at least in part, because apparently he believed that the "assume joint financial responsibility" language of the rule meant the sharing of costs, rather than being jointly responsible for malpractice claims. Since Plaintiff did not do any work on the files, and since Plaintiff did not advance any costs, he reasoned, the Ferris firm was not entitled to enforce the agreement. (January 16, 2013 Transcript, P. 15).

Plaintiff, in response to this argument, summarily stated that the Rules of Professional Conduct allow this type of referral only agreement where the Plaintiff maintained malpractice insurance and agreed that it would assume joint financial responsibility on the cases. (January 16, 2013 Transcript, P. 19-20.)

Indeed, one of the facts in dispute in the prior litigation was whether the contract required Plaintiff to participate in the worker's compensation cases or whether Plaintiff was simply acting as a referring attorney. In his ruling, Judge Fusz found that the agreement was referral only, and that "there was, I believe, an acceptance of financial responsibility by Ferris.... Whether it was stated in the contracts or not, I think the law requires and imposes a financial responsibility." (January 16, 2013 Transcript, P. 30).

Again, the Defendant in the prior closing argument never argued – as the Defendant does in the instant case – that the contract was unenforceable because it did not contain the language that the Plaintiff agreed to assume joint financial responsibility in the referred cases. Nor did Judge Fusz rule on this specific issue. Judge Fusz found that the rule required that the Plaintiff assume joint financial responsibility on the files, but whether that provision was required to be explicitly set forth in the contract was never litigated or decided. While the parties in the previous litigation danced around this issue, the record does not conclusively show that this specific matter "was so in issue at the previous proceeding that it was necessarily determined by the court rendering the judgment." See *Anderson* 285 Ill. App. 3d at 132. Thus, the court finds that issue preclusion or collateral estoppel does not apply to the instant case.

II. REQUIREMENTS OF REFERRAL CONTRACTS

Having found that issue preclusion does not apply, the court turns to the merits of the Defendant's Motion to Dismiss. It is undisputed that the referral contract at issue did not contain any language that Plaintiff would maintain joint financial responsibility. Defendant argues that this fact mandates dismissal because a contract that lacks such language is unenforceable. Plaintiff argues that the rule does not require that this language be a part of the written contract. Plaintiff's argument is without merit.

Rule 1.5(e) applies to agreements for the division of fees between lawyers who are not in the same firm, and states:

- (e) A division of a fee between lawyers who are not in the same firm may be made only if:
 - (1) the division is in proportion to the services performed by each lawyer, or if the primary service performed by one lawyer is the referral of the client to another lawyer and each lawyer assumes joint financial responsibility for the representation;
 - (2) the client agrees to the arrangement, including the share each lawyer will receive, and the agreement is confirmed in writing; and
 - (3) the total fee is reasonable.

Ill. R. Prof. Conduct (2010) R. 1.5(e) (eff. Jan. 1, 2010).

The plain language of the Rule states that if the primary service performed by one lawyer is the referral, each lawyer must assume joint financial responsibility. The client must agree to this, and it must be confirmed in writing. A referral only contract that does not contain this language runs afoul of Rule 1.5(e) and is unenforceable.

Donald W. Fohrman & Associates, Ltd. v. Mark D. Alberts, P.C., 2014 IL App (1st) 123351 mandates this result. *Fohrman* concerned an attorney who tried to enforce his attorney's lien pursuant to a referral only contract, where the contract did not strictly comply with the requirements of Rule 1.5(e). The Plaintiff in *Fohrman* argued that his lien was enforceable because the contract at issue substantially complied with Rule 1.5(e). In fact, the Plaintiff in *Fohrman* did not appeal the trial court's dismissal of the breach of contract claims where the trial court found that the contract was unenforceable because it did not strictly comply with Rule 1.5(e), in part because it did not contain the clause that both attorneys would maintain joint financial responsibility. *Id.* at ¶ 36. Although dismissal of the contract claim was not the issue presented to the Appellate Court in *Fohrman*, it is clear that the Appellate Court entirely agreed with the Trial Court on this ruling. *Fohrman* noted that the public policy behind the rule is to protect the client's rights, rather than provide remedies for the lawyers. *Id.* at ¶ 35. If the purpose of this provision is to protect the client, then it logically follows that the language setting forth this joint responsibility must be clearly set forth in the contract signed by the client and the lawyers. *Fohrman* was very clear on this issue: "The writing must not only authorize a division of fees, but also set out the basis for the division, **including the respective responsibility to be assumed** and economic benefit to be received by the other lawyer," *Id.* at ¶ 35

(emphasis added), quoting *In re Stornent*, 203 Ill.2d 378, 398 (2002). A referral contract that does not strictly comply with Rule 1.5(e) is unenforceable. *Id.* at ¶ 44.

As the referral contracts at issue did not contain the language that Plaintiff and Defendant would maintain joint financial responsibility, the contracts did not strictly comply with Rule 1.5(e) and, therefore, are unenforceable.

Motion to Dismiss is granted, with prejudice.

Thomas M. Schippers

ENTER:

JUDGE THOMAS SCHIPPERS

Dated at Waukegan, Illinois
this 1st Day of July, 2015

1 Mr. Axelrod, anything else?

2 MR. AXELROD: Nothing further, your
3 Honor.

4 THE COURT: All right. If you have
5 no other exhibits other than those we've
6 discussed, Plaintiff's Exhibit 1 through 8?

7 MR. AXELROD: Yes, your Honor.

8 THE COURT: Plaintiff rests?

9 MR. AXELROD: Plaintiff rests.

10 THE COURT: Mr. Saalfeld?

11 MR. SAALFELD: If you could just give
12 me one moment, your Honor.

13 Your Honor, I'm going to move
14 for directed verdict in this case. There is no
15 lawful agreement, no lawful contract between
16 Ferris, Thompson and Zweig and Mr. Esposito under
17 which Ferris, Thompson and Zweig may recover.
18 The rules of professional conduct section 1.5
19 fees.

20 THE COURT: 1.5 what?

21 MR. SAALFELD: 1.5.

22 THE COURT: You said something after
23 1.5.

24 MR. SAALFELD: Fees. I'm sorry, I

1 can't get past that New York accent.

2 THE COURT: So noted.

3 MR. SAALFELD: Is incorporated into
4 any contract between attorneys. The attorneys
5 cannot enter into contracts between, that does
6 not fall within the bounds of the law. And
7 rule 1.5 rule of professional conduct, 1.5
8 section E is very clear and it says the division
9 of a fee between lawyers who are not in the same
10 firm may be made only if the division is
11 proportional, in proportion to the services
12 performed by each lawyer or if the primary
13 service performed by one lawyer's referral of the
14 client to another and each lawyer assumes joint
15 financial responsibility for the representation.
16 The client agrees to this agreement including the
17 share each lawyer will receive and the agreement
18 is confirmed in writing and the total fee is
19 reasonable.

20 In this case we have a claim
21 based on contract, not based upon the
22 proportional amount of services provided by the
23 plaintiff. Additionally, the plaintiff very
24 clearly testified that Ferris, Thompson and Zweig

1 did not assume any financial responsibility for
2 the Zaragosa case or the Gailard case or any
3 other.

4 MR. AXELROD: Objection. There was
5 no such testimony even remotely close to that.
6 There was never even a question asked by
7 Mr. Saalfeld regarding who was going to bear
8 financial responsibility.

9 THE COURT: Sustained.

10 MR. SAALFELD: Your Honor, I believe
11 the record does have it.

12 THE COURT: I will be happy to look
13 at it, but all I recall was a question about
14 advancement of expenses for the litigation. I
15 don't recall any discussion or questions with
16 regard to financial responsibility or for the
17 representation. Am I incorrect?

18 MR. SAALFELD: That the payment, of
19 course, to prosecute the litigation has the
20 financial responsibility of the -- of an attorney
21 who's prosecuting or participating in the
22 prosecution of the claim. If an attorney seeks
23 to share in the fee, he's obligated to also share
24 in the costs necessary to prosecute the case.

1 THE COURT: You're saying costs are
2 the same as financial responsibility or the
3 representation under the Rule 1.5?

4 MR. SAALFELD: Yes, I'm saying that
5 the costs related to the prosecution of the claim
6 whether they be subpoena fees, deposition fees,
7 whatever is related the attorney participating
8 must perform -- is entitled to compensation
9 solely in a proportionate amount to the services
10 he actually rendered and only if he actually
11 assumed joint responsibility, financial
12 responsibility for the representation.

13 THE COURT: Okay.

14 MR. SAALFELD: Whatever the contract
15 was between those parties by operation of
16 Illinois law these provisions were incorporated
17 into the contract and as such the fees requested
18 in this case have nothing to do with the
19 proportion of work. Very clearly the testimony
20 of Mr. Thompson was that he performed no legal
21 work, no work that would require a law license in
22 the prosecution of this case other than the
23 signing of the initial contract and filling out
24 some releases, essentially HIPAA type releases.

1 The remainder of the services
2 did not require a law license of any kind where
3 there were a few phone calls and at best an
4 occasional translation service. There was not
5 legal services. All the legal services that was
6 testified by Mr. Thompson were performed by
7 Mr. Esposito. Mr. Thompson did not participate
8 in the representation in a manner which entitled
9 him to any fee under a contract basis and any fee
10 under a contract basis is prohibited.

11 THE COURT: Mr. Axelrod.

12 MR. AXELROD: First of all, counsel
13 is making representations about case law support.
14 He's stating that joint financial responsibility
15 includes the payment of costs. No support for
16 that statement whatsoever. I believe what joint
17 financial responsibility means maintaining
18 malpractice insurance in the event that something
19 goes wrong and the client seeks some form of
20 relief. But since this is a motion which is
21 being made orally and since it has not been
22 presented before, I'm not certain.

23 I have never come across a
24 situation in which an attorney who refers a

1 matter to another attorney is obligated to pay or
2 share in the financial costs of filing the
3 lawsuit, paying for exhibits, transportation
4 costs, whatever else may be attendant to that.

5 Secondly, I would point out to
6 the Court my client's testimony that the
7 contracts in this matter both the letter that was
8 appended to the contracts and returned to my
9 client as well as the contracts themselves of
10 Ms. Gailard and Ms. Zaragosa were documents that
11 were drafted by Mr. Esposito. If there was
12 something absent from that contract that was
13 Mr. Esposito created the ambiguity and the error
14 and he certainly should not be permitted to
15 benefit from such ambiguity or error.

16 The fact of the matter is that
17 these parties continued to do business for almost
18 twenty years during which time they operated
19 under the same contracts with the same terms so
20 on the one hand I would suggest that
21 any ambiguity in the contract that exists should
22 be resolved against Mr. Esposito since he's the
23 one who created these documents and, secondly,
24 without any kind of statutory or case law support

1 I don't think the Court can or should make a
2 finding that the assumption of joint financial
3 responsibility as set forth in the rule
4 contemplates payment of court costs on an equal
5 basis upon the referring attorney and the
6 attorney receiving the referral. I would ask the
7 motion be denied.

8 THE COURT: The comments to rule 1.5
9 subparagraph (e) indicates that paragraph E
10 permits the lawyers to divide a fee either on the
11 basis of the proportion of services they render
12 or whether the primary service performed by one
13 lawyer as the referral of the client to another
14 lawyer if each lawyer assumes financial
15 responsibility for the representation as a whole.

16 Skipping down a bit it indicates
17 joint financial responsibility for the
18 representation entails financial responsibility
19 for the representation as if the lawyers were
20 associated in a general partnership. See in re
21 Stormont, S-T-O-R-M-E-N-T, 203 Ill. 2d 378, 2002.

22 Can I see, please, Plaintiff's
23 Exhibits 1 and 5?

24 MR. SAALFELD: 5 is in Spanish.

1 THE COURT: I'm going to remark these
2 Plaintiff's Exhibit 1, Plaintiff's Exhibit 5.

3 (Whereupon a discussion was had off
4 the record.)

5 THE COURT: The case that's cited in
6 the comments in re Storment 203 Ill. 2d 378, 2002
7 I believe interprets a previous version of
8 Rule 1.5. The relevant portion appears to
9 construe 1.5 (g)(2) which says that a division of
10 fees shall be made in proportion to the services
11 performed and responsibility assumed by each
12 lawyer, except for the primary service performed
13 by one lawyer is the referral of the client to
14 another lawyer. That's subparagraph G and
15 skipping down to subparagraph 2 the referring
16 lawyer agrees to assume the same legal
17 responsibility for the performance of the
18 services in question as would a partner of the
19 receiving lawyer." They also cite to 134 Ill. 2d
20 Rule 1.5 (g)(2).

21 In analyzing and interpreting
22 that section the Supreme Court looked to a
23 provision of the New York State Bar Association
24 or New York Lawyers Code of Professional

1 Responsibility referring to what was known as
2 DR2-107 (A). That version apparently permitted a
3 division of legal fees where the division was in
4 proportion to the services performed by each
5 lawyer or by a writing given by the client --
6 excuse me -- or by a writing given the client
7 each lawyer assumes joint responsibility for the
8 representation.

9 Now that's similar to 1.5 (e)(1)
10 except 1.5 (e)(1) refers to joint financial
11 responsibility. That's the Illinois section as
12 opposed to simply "joint responsibility as in New
13 York." The Supreme Court, however, in looking at
14 the New York version continued and held that
15 "legal responsibility" as used in the old
16 1.5 (g)(2) refers only to potential financial
17 responsibility for any malpractice action against
18 the recipient of the referral.

19 The New York court in
20 interpreting DR2-107 (a) believed the joint
21 responsibility was more than financial
22 accountability and malpractice liability but
23 Illinois declined to follow that particular view.
24 I frankly don't interpret it in the way

1 Mr. Saalfeld does. I believe this refers to
2 ultimate responsibility perhaps for costs but
3 also perhaps formal practice committed by either
4 one of the attorneys.

5 I don't see it as requiring a
6 specific fronting or sharing or advancement of
7 fees or costs so I disagree with that. There was
8 testimony by Mr. Thompson that substantial work
9 was done specifically the initial interview,
10 reviewing and forwarding medical bills as
11 required and also handling communications,
12 clients and problems with the client. There is
13 sufficient testimony at this point I'm going to
14 deny the motion for directed verdict or directed
15 finding.

16 All right, gentlemen, we've had
17 a number of discussions about these exhibits. I
18 know you folks were having some discussions off
19 the record about the accuracy or completeness of
20 Plaintiff's Exhibit 1 and Exhibit 5 which have
21 been tendered to me to review in connection with
22 this motion. I'm going to give these back to
23 you. I'm going to ask that you folks look these
24 over carefully and agree or disagree whether

1 mean, I just don't believe it stood -- I
2 did not believe it stood for that
3 proposition. So I understand where you're
4 coming from as it pertains to the Supreme
5 Court case as opposed to the Appellate
6 Court case.

7 Let me ask you this, you know,
8 and -- Well, let me ask you this just as it
9 pertains to Rule 1.5, and you're telling me
10 that I erred on that. I want to ask you
11 two questions. First of all, if it was
12 actually litigated and decided and I was --
13 by Judge Fusz and I was in error on that,
14 but I believe that Judge Fusz made that
15 holding that he was in error, am I bound to
16 perpetuate the error? And I'm not -- I'm
17 presuming -- I'm just saying -- not talking
18 about right or wrong, just let's -- a
19 hypothetical situation. Okay? The other
20 court made a ruling. A subsequent court
21 believes that that court of equal -- You
22 know, it's not somebody who I'm bound to
23 follow; but I believe that that -- if it
24 was actually litigated, that that trial

1 court made the decision in error. Am I
2 bound to follow that and perpetuate the
3 error?

4 MR. AXELROD: In the absence of a
5 higher court determination or a higher
6 court statement, I would say no, because
7 two trial courts can come to different
8 decisions. But if the issue was whether or
9 not 1.5 need appear in the contract, Judge
10 Fusz says he felt the contracts comported,
11 the Supreme Court has said the contracts
12 comported, I think then if this Court rules
13 that the contracts do not comport --
14 although the Court's decision is different
15 than that of Judge Fusz, it is also
16 different than that of the Supreme Court.

17 THE COURT: Yeah, but --

18 MR. AXELROD: But if this case never
19 went up -- if the first case never went up
20 on appeal --

21 THE COURT: Yeah. Assume that didn't
22 happen.

23 MR. AXELROD: If it never went up on
24 appeal, it never went beyond the trial

1 court stage, then I would say the Court --
2 this Court could reach any decision it
3 wants.

4 THE COURT: Okay. And then my second
5 question to you is just to the heart of the
6 issue that we're dealing with and that I
7 dealt with in the first one. You on page 6
8 and 7 of your brief at the bottom, you cite
9 In re Storumment.

10 MR. AXELROD: Yes.

11 THE COURT: 203 Ill.2d 378. You cite
12 that case, and you cite it accurately. And
13 it states the Supreme Court stated, "We
14 agree with the Boards that this language
15 indicates that the rule is concerned with
16 the financial responsibility of the
17 referring attorney for potential
18 malpractice actions against the receiving
19 lawyer." All right? We all agree with
20 that.

21 MR. AXELROD: Okay.

22 THE COURT: Then the court stated, "The
23 writing must not only authorize the
24 division of fees, but also set out the

COMPILATION OF STATES RULE 1.5 IN PERTINENT PART

1. ALABAMA

Rule 1.5 Fees

(e) A division of fee between lawyers who are not in the same firm, including a division of fees with a referring lawyer, may be made only if:

(1) either (a) the division is in proportion to the services performed by each lawyer, or (b) by written agreement with the client, each lawyer assumes joint responsibility for the representation, or (c) in a contingency fee case, the division is between the referring or forwarding lawyer and the receiving lawyer;

(2) the client is advised of and does not object to the participation of all the lawyers involved;

(3) the client is advised that a division of fee will occur; and

(4) the total fee is not clearly excessive.

2 ALASKA

Rule 1.5 Fees

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer or, by written agreement with the client, each lawyer assumes joint responsibility for the representation;

(2) the client is advised of and does not object to the participation of all the lawyers involved; and

(3) the total fee is reasonable.

(f) A lawyer should be zealous in his or her efforts to avoid controversies over fees with clients and should attempt to resolve amicably any differences on the subject.

(d) Other than in connection with the sale of a law practice pursuant to Rule 1.17, a division of a fee between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;

(2) the client agrees to the arrangement, including the basis upon which the division of fees shall be made, and the client's agreement is confirmed in writing; and

(3) the total fee is reasonable.

7 CONNECTICUT

Rule 1.5 Fees

(e) A division of fee between lawyers who are not in the same firm may be made only if:

(1) The client is advised in writing of the compensation sharing agreement and of the participation of all the lawyers involved, and does not object; and

(2) The total fee is reasonable.

8 DELAWARE

Rule 1.5 Fees

(e) A division of fee between lawyers who are not in the same firm may be made only if:

(1) the client is advised in writing of and does not object to the participation of all the lawyers involved; and

(2) the total fee is reasonable.

9 FLORIDA

(g) Division of Fees Between Lawyers in Different Firms. A division of fee between lawyers who are not in the same firm may be made only if the total fee is reasonable and:

(1) the division is in proportion to the services performed by each lawyer; or

(2) by written agreement with the client:

(A) each lawyer assumes joint legal responsibility for the representation and agrees to

3 ARIZONA

ER 1.5. Fees

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

- (1) the division is in proportion to the services performed by each lawyer or each lawyer receiving any portion of the fee assumes joint responsibility for the representation;
- (2) the client agrees, in a writing signed by the client, to the participation of all the lawyers involved and the division of fees and responsibilities between lawyers; and
- (3) the total fee is reasonable.

4 ARKANSAS

(e) A division of fee between lawyers who are not in the same firm may be made only if:

- (1) the division is in proportion to the services performed by each lawyer or, by written agreement with the client, each lawyer assumes joint responsibility for the representation;
- (2) the client is advised of and does not object to the participation of all the lawyers involved; and
- (3) the total fee is reasonable.

5 CALIFORNIA

Rule 2-200. Financial Arrangements Among Lawyers

(A) A member shall not divide a fee for legal services with a lawyer who is not a partner of, associate of, or shareholder with the member unless:

- (1) The client has consented in writing thereto after a full disclosure has been made in writing that a division of fees will be made and the terms of such division; and
- (2) The total fee charged by all lawyers is not increased solely by reason of the provision for division of fees and is not unconscionable as that term is defined in rule 4-200.

6. COLORADO

(a) A lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses. The factors to be

be available for consultation with the client; and

(B) the agreement fully discloses that a division of fees will be made and the basis upon which the division of fees will be made.

10 GEORGIA

RULE 1.5 FEES

- a. A division of a fee between lawyers who are not in the same firm may be made only if:
 - 1. the division is in proportion to the services performed by each lawyer or, by written agreement with the client, each lawyer assumes joint responsibility for the representation;
 - 2. the client is advised of the share that each lawyer is to receive and does not object to the participation of all the lawyers involved; and
 - 3. the total fee is reasonable.

The maximum penalty for a violation of this Rule is a public reprimand.

11 HAWAII

Rule 1.5

(e) **Division of Fees Amongst Lawyers.** A division of fees between lawyers who are not in the same firm may be made only if:

- (1) the division is in proportion to the services performed by each lawyer and, by written agreement with the client, each lawyer assumes joint responsibility for the representation;
- (2) the client is advised of and does not object to the participation of all the lawyers involved; and
- (3) the total fee is reasonable.

12 ILLINOIS

RULE 1.5: FEES

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

- (1) the division is in proportion to the services performed by each lawyer, or if the primary service performed by one lawyer is the referral of the client to another lawyer and each lawyer assumes joint financial responsibility for the representation;
- (2) the client agrees to the arrangement, including the share each lawyer will receive, and the agreement is confirmed in writing; and
- (3) the total fee is reasonable.

13 IDAHO

RULE 1.5: FEES

A division of a fee between lawyers who are not in the same firm may be made only if:

- (1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;
- (2) the client agrees to the arrangement, including the share each lawyer will receive, and the agreement is confirmed in writing; and
- (3) the total fee is reasonable

14 INDIANA

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

- (1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;
- (2) the client agrees to the arrangement, including the share each lawyer will receive, and the agreement is confirmed in writing; and
- (3) the total fee is reasonable.

15 IOWA

Rule 32:1.5 Fees

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

- (1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;
- (2) the client agrees to the arrangement, including the share each lawyer will receive, and the agreement is confirmed in writing; and
- (3) the total fee is reasonable.

16 KANSAS

1.5 Client-Lawyer Relationship: Fees

(g) A division of fee, which may include a portion designated for referral of a matter, between or among lawyers who are not in the same firm may be made if the total fee is reasonable and the client is advised of and does not object to the division.

(h) This rule does not prohibit payments to former partners or associates or their estates pursuant to a separation or retirement agreement.

17 KENTUCKY

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

(1) (a) The division is in proportion to the services performed by each lawyer or,

(b) By written agreement with the client, each lawyer assumes joint responsibility for the representation; and

(2) The client is advised of and does not object to the participation of all the lawyers involved; and

(3) The total fee is reasonable.

18 LOUISIANA

RULE 1.5 FEES

(e) A division of fee between lawyers who are not in the same firm may be made only if:

(1) the client agrees in writing to the representation by all of the lawyers involved, and is advised in writing as to the share of the fee that each lawyer will receive;

(2) the total fee is reasonable; and

(3) each lawyer renders meaningful legal services for the client in the matter.

19 MAINE

1.5 Fees

(e) A lawyer shall not divide a fee for legal services with another lawyer who is not a partner in or associate of the lawyer's law firm or office unless:

(1) after full disclosure, the client consents to the employment of the other lawyer and to the terms for the division of the fees, confirmed in writing; and

(2) the total fee of the lawyers does not exceed reasonable compensation for all legal services they rendered to the client.

20 MARYLAND

Rule 1.5 Fees

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;

(2) the client agrees to the joint representation and the agreement is confirmed in writing; and

(3) the total fee is reasonable.

21 MASSACHUSETTS

(e) A division of a fee (including a referral fee) between lawyers who are not in the same firm may be made only if the client is notified before or at the time the client enters into a fee agreement for the matter that a division of fees will be made and consents to the joint participation in writing and the total fee is reasonable. This limitation does not prohibit payment to a former partner or associate pursuant to a separation or retirement agreement.

22 MICHIGAN

Rule 1.5 Fees

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

(1) the client is advised of and does not object to the participation of all the lawyers involved; and

(2) the total fee is reasonable.

23 MINNESOTA

Rule 1.5 Fees

A division of a fee between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;

(2) the client agrees to the arrangement, including the share each lawyer will receive, and the agreement is confirmed in writing; and

(3) the total fee is reasonable.

24 MISSISSIPPI

Rule 1.5 Fees

(e) A division of fee between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer or, by written agreement with the client, each lawyer assumes joint responsibility for the representation;

(2) the client is advised of and does not object to the participation of all the lawyers involved; and

(3) the total fee is reasonable.

25 MISSOURI

RULE 4-1.5: FEES

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;

(2) the client agrees to the association and the agreement is confirmed in writing; and

(3) the total fee is reasonable.

26 MONTANA

Rule 1.5 Fees

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;

(2) the client agrees to the arrangement, including the share each lawyer will receive, and the agreement is confirmed in writing; and

(3) the total fee is reasonable.

27 NEBRASKA

Rule 1.5 Fees

(e) A division of fee between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;

(2) the client agrees to the arrangement, including the share each lawyer will receive, and the agreement is confirmed in writing; and

(3) the total fee is reasonable.

28 NEVADA

1.5 Rule Fees.

A division of a fee between lawyers who are not in the same firm may be made only if:

(1) The client agrees to the arrangement,

(2) including the share each lawyer will receive, and the agreement is confirmed in writing; and

(3) The total fee is reasonable.

29 NEW HAMPSHIRE

(f) A division of fee between lawyers who are not in the same firm may be made only if:

(1) the division is made either:

a. in reasonable proportion to the services performed or responsibility or risks assumed by each, or

b. based on an agreement with the referring lawyer;

(2) in either case above, the client agrees in a writing signed by the client to the division of fees;

(3) in either case, the total fee charged by all lawyers is not increased by the division of fees and is reasonable.

30 NEW JERSEY

RPC 1.5 Fees

(e) Except as otherwise provided by the Court Rules, a division of fee between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer or, by written agreement with the client, each lawyer assumes joint responsibility for the representation; and

(2) the client is notified of the fee division; and

(3) the client consents to the participation of all the lawyers involved; and

(4) the total fee is reasonable.

31 NEW MEXICO

E. Fee splitting. A division of a fee between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;

(2) the client agrees to the arrangement, including the share each lawyer will receive, and the agreement is confirmed in writing; and

(3) the total fee is reasonable."

32 NEW YORK

RULE 1.5: FEES AND DIVISION OF FEES

(g) A lawyer shall not divide a fee for legal services with another lawyer who is not associated in the same law firm unless:

(1) the division is in proportion to the services performed by each lawyer or, by a writing given to the client, each lawyer assumes joint responsibility for the representation;

(2) the client agrees to employment of the other lawyer after a full disclosure that a division of fees will be made, including the share each lawyer will receive, and the client's agreement is confirmed in writing; and

(3) the total fee is not excessive.

33 NORTH CAROLINA

Rule 1.5 Fees

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;

(2) the client agrees to the arrangement, including the share each lawyer will receive, and the agreement is confirmed in writing; and

(3) the total fee is reasonable.

34 NORTH DAKOTA 1.5 FEES

(e) A division of fee between lawyers who are not in the same firm may be made only if:

(1) the division of fee is in proportion to the services performed by each lawyer or each lawyer, by written agreement, assumes joint responsibility for the representation;

(2) after consultation, the client consents in writing to the participation of all the lawyers involved; and

(3) the total fee is reasonable.

35 OHIO

RULE 1.5: FEES AND EXPENSES

(e) Lawyers who are not in the same *firm* may divide fees only if all of the following apply:

(1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the client;

(2) the client has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation;

(3) except where court approval of the fee division is obtained, the *written* closing statement in a case involving a contingent fee shall be signed by the client and each lawyer and shall comply with the terms of division (c)(2) of this rule;

(4) the total fee is *reasonable*.

36 OKLAHOMA

Rule 1.5. Fees

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;

(2) the client agrees to the arrangement and the agreement is confirmed in writing; and

(3) The total fee is reasonable.

37 OREGON

Rule 1.5 Fees

(d) A division of a fee between lawyers who are not in the same firm may be made only if:

(1) the client gives informed consent to the fact that there will be a division of fees, and

(2) the total fee of the lawyers for all legal services they rendered the client is not clearly excessive.

38 PENNSYLVANIA

Rule 1.5. Fees.

(e) A lawyer shall not divide a fee for legal services with another lawyer who is not in the same firm unless:

(1) the client is advised of and does not object to the participation of all the lawyers involved, and

(2) the total fee of the lawyers is not illegal or clearly excessive for all legal services they rendered the client.

39 RHODE ISLAND

Rule 1.5. Fees

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;

(2) the client agrees to the arrangement, including the share each lawyer will receive, and the agreement is confirmed in writing; and

(3) the total fee is reasonable.

40 SOUTH CAROLINA

RULE 1.5: FEES

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;

(2) the client agrees to the arrangement, including the share each lawyer will receive, and the agreement is confirmed in writing; and

(3) the total fee is reasonable.

41 SOUTH DAKOTA

Rule 1.5. Fees

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;

(2) the client agrees to the arrangement, including the share each lawyer will receive, and the agreement is confirmed in writing; and

(3) the total fee is reasonable.

42 TENNESSEE

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;

(2) the client agrees to the arrangement, and the agreement is confirmed in writing; and

(3) the total fee is reasonable.

43 TEXAS

Rule 1.04 Fees

(f) A division or arrangement for division of a fee between lawyers who are not in the same firm may be made only if:

(1) the division is:

(i) in proportion to the professional services performed by each lawyer; or

(ii) made, between lawyers who assume joint responsibility for the representation; and

(2) the client consents in writing to the terms of the arrangement prior to the time of the association or referral proposed, including

- (i) the identity of all lawyers or law firms who will participate in the fee-sharing agreement, and
 - (ii) whether fees will be divided based on the proportion of services performed or by lawyers agreeing to assume joint responsibility for the representation, and
 - (iii) the share of the fee that each lawyer or law firm will receive or, if the division is based on the proportion of services performed, the basis on which the division will be made; and
- (3) the aggregate fee does not violate paragraph (a).
- (g) Every agreement that allows a lawyer or law firm to associate other counsel in the representation of a person, or to refer the person to other counsel for such representation, and that results in such an association with or referral to a different law firm or a lawyer in such a different firm, shall be confirmed by an arrangement conforming to paragraph (f). Consent by a client or a prospective client without knowledge of the information specified in subparagraph (f)(2) does not constitute a confirmation within the meaning of this rule. No attorney shall collect with any such agreement that is not confirmed in that way, except for:
- (1) the reasonable value of legal services provided to that person; and
 - (2) the reasonable and necessary expenses actually incurred on behalf of that person.

44 UTAH

Rule 1.5. Fees.

- (e) A division of a fee between lawyers who are not in the same firm may be made only if:
- (e)(1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;
 - (e)(2) the client agrees to the arrangement, including the share each lawyer will receive, and the agreement is confirmed in writing; and
 - (e)(3) the total fee is reasonable.

45 VERMONT

Rule 1.5 Fees

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer or, by written agreement with the client, each lawyer assumes joint responsibility for the representation;

(2) the client is advised of and does not object to the participation of all the lawyers involved; and

(3) the total fee is reasonable.

46 VIRGINIA

Fees

- (e) A division of a fee between lawyers who are not in the same firm may be made only if:
 - (1) the client is advised of and consents to the participation of all the lawyers involved;
 - (2) the terms of the division of the fee are disclosed to the client and the client consents thereto;
 - (3) the total fee is reasonable; and
 - (4) the division of fees and the client's consent is obtained in advance of the rendering of legal services, preferably in writing.

47 WASHINGTON

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

(1) (i) the division is in proportion to the services provided by each lawyer or each lawyer assumes joint responsibility for the representation;

(ii) the client agrees to the arrangement, including the share each lawyer will receive, and the agreement is confirmed in writing; and

(iii) the total fee is reasonable

48 WEST VIRGINIA

Rule 1.5. Fees.

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer or, by written agreement with the client, each lawyer assumes joint responsibility for the representations;

(2) the client is advised of and does not object to the participation of all the lawyer involved; and

(3) the total fee is reasonable.

(4) The requirements of "services performed" and "joint responsibility" shall be satisfied in contingent fee cases when: (1) a lawyer who is regularly engaged in the full time practice of law evaluates a case and forwards it to another lawyer who is more experienced in the area or field of law being referred; (2) the client is advised that the lawyer who is more experienced in the area or field of law being referred will be primarily responsible for the litigation and that there will be a division of fees; and (3) the total fee charged the client is reasonable and in keeping with what is usually charged for such matters in the community.

49 WISCONSIN

SCR 20:1.5 Fees.

(e) A division of a fee between lawyers who are not in the same firm may be made only if the total fee is reasonable and:

(1) the division is based on the services performed by each lawyer, and the client is advised of and does not object to the participation of all the lawyers involved and is informed if the fee will increase as a result of their involvement; or

(2) the lawyers formerly practiced together and the payment to one lawyer is pursuant to a separation or retirement agreement between them; or

(3) pursuant to the referral of a matter between the lawyers, each lawyer assumes the same ethical responsibility for the representation as if the lawyers were partners in the same firm, the client is informed of the terms of the referral arrangement, including the share each lawyer will receive and whether the overall fee will increase, and the client consents in a writing signed by the client.

50 WYOMING

Rule 1.5 Fees

(e) A division of fee between lawyers who are not in the same firm may be made only if:

(1) The division of fee is in proportion to the services performed by each lawyer or each lawyer, by written agreement with the client, assumes joint responsibility for the representation;

(2) the client is advised of and consents to the participation of all the lawyers involved;
and

(3) The total fee is reasonable.

(f) A lawyer shall not pay or receive a fee or commission solely for referring a case to another lawyer.