



How to Avoid the Most Common Mistake Lawyers Make When Working With Legal Recruiters

The most common mistake lawyers make is that they don't reach an understanding with the recruiter about the answer to the following question:

Under what circumstances is the lawyer obligated to work with the recruiter?

This question might seem odd. Why would you be obligated to work with a recruiter?

Consider the following scenario:

You have met a recruiter who seems to check out; they answered your questions satisfactorily. They have good references. They are reputable. They have seen your resume and want to work with you. You have met them, like them, and feel they are trustworthy. Nothing could be finer, right?

Wrong. The recruiter calls you and tells you that a certain firm has an opening in which you are interested. The recruiter sends your resume to the firm, and then you look at the firm's website and find out that the position is advertised there. Worse yet, it turns out that you have a contact at the firm (a former classmate, a friend, or your Uncle Charlie works there).

Now you have a dilemma. Can you contact the firm directly about the position? It certainly seems tempting to do so. You have a good contact; you can save the employer money by avoiding the recruiter's fee, and the recruiter didn't really provide information that wasn't publicly available. But there is that not-so-small matter that, if the firm hires you, the recruiter will expect to be paid by the firm.

Your best strategy is to avoid this predicament in the first place. How? Make sure that you and your recruiter agree to the following rule (or some alternative that is acceptable to both of you).

You are not obligated to work with the recruiter in connection with a particular position or employer until you agree that the recruiter may send your resume to that employer. And the recruiter may not send your resume anywhere without your prior consent.

This agreement clearly defines your responsibilities and those of the recruiter. If you find out that a law school classmate works at the firm before you authorize the recruiter to send a resume on your behalf, you are free to contact the firm directly.



But if you have already given the recruiter permission to send your resume to a particular employer, it is important that you abide by your agreement. Failing to do so can both jeopardize your chances of getting or keeping a position, and can hurt your reputation. You will harm your chances because, if you go it alone after the recruiter has sent the employer your resume, the recruiter will undoubtedly find out that you are a candidate, or have been hired. At that point, the employer will be faced with the prospect of getting into a fee dispute with the recruiter. And the easiest way for the employer to avoid that dispute is not to hire you or to rescind their offer. Moreover, there is a high risk that both the employer and the recruiter will conclude that circumventing the recruiter was dishonest. You don't want that reputation. Recruiters and employers talk, especially if they are located in the same geographic area.

So get a leg up on many of your colleagues--reach an agreement with the recruiter about when you are bound to work through them, and then abide by that agreement.