

Should I Accept My Firm's Counteroffer?

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Q: I am an associate who recently informed my firm that I had just accepted a position at a competing firm. My firm told me they were "devastated" to learn that I was planning to leave. They then offered me more money, "better" work and a "much greater" chance of making partner if I changed my mind and stayed. Should I accept my firm's counteroffer?

Answer: (PART II) In my prior essay (Part I), I discussed why accepting law firm "counteroffers" is virtually always a bad idea. [Of course, job changes](#) create uncertainty, and the natural inclination is to stay with the "devil you know." In fact, that's why firms know they can keep departing attorneys from leaving for a while -- they manipulate this common fear of having to "prove" oneself again in a new firm. I argued that you should resist this emotion and focus on the facts, which demonstrate that counteroffers are a sucker's ploy.

I explained that the number one reason why you should not accept a counteroffer is that at the moment you reveal you have an offer from another firm, your whole relationship with your firm changes. Regardless of how big of a "star" you were before, you will now forevermore be seen by your firm as a disgruntled and disloyal attorney who now wants to work for a competitor. No matter what the key partners promise or how much they praise you, the real purpose of the counteroffer is to help buy precious time until they can replace you. I compared accepting a counteroffer to "putting down your gun (the other offer) to hug (trust) the bear (current firm)."

This second part focuses on the number two reason why not to accept a counteroffer. That is that the notion that the counteroffer will solve all your problems with your firm is an illusion. You need to consider how your threatened departure is being viewed by your firm. Again, the partners are only making promises because they want to lessen the pain and inconvenience of replacing you on short notice, and not because they have any serious intention of keeping any of the major ones. Remember, counteroffers are only made in response to a threat to quit. How will your firm feel about your precedent encouraging other attorneys to use offers as leverage to affect changes? What kind of example will the firm want to ultimately make of you? Will it want to reward you and encourage others to do the same, or get rid of you and send a message?

You should also think about whether those promises are truly feasible. How are these vague promises going to be defined and enforced? Are the partners really going to be able to provide you with "better" work and a "much greater" chance of [making partner](#) without violating the firm's longtime policies and practices? What would the other associates say if the partners really do fulfill these promises to treat you with special favor? Will the partners want to face that situation? In short, the problems that made you want to leave will still be there after the counteroffer. They will only be made slightly more tolerable until you finally get killed (dumped) by the "bear." Again, you started this job search for a reason. Accept that change is not easy and that you will have to "prove" yourself again, but look also at the "fresh start" you will get at the [new firm](#) without those problems and with much better opportunities.

See the following articles for more information:

[Playing With Fire: Using a New Offer From a Competing Firm as Leverage to Get What you Want at Your Current Firm](#)

[Should I Accept My Current Employer's Counteroffer?](#)

[Should You Accept an on the Spot Offer?](#)

[The Danger of Counteroffers](#)