

## CO-COUNSEL AGREEMENT

The parties ("Parties") to this Co-Counsel Agreement are: LEGAL AID FOUNDATION OF LOS ANGELES ("LAFLA")\_\_\_\_\_. The Parties are representing plaintiffs \_\_\_\_\_ in a suit against \_\_\_\_\_ for \_\_\_\_\_.

1. Rights and Interests. The Parties and each of them agree to provide legal representation to the plaintiffs. Said Parties have expressly agreed to represent the plaintiffs in a manner which will protect and advance the plaintiffs' rights and interests consistent with the ethical rules of professional responsibility governing the duties and responsibilities of counsel. Notwithstanding instances of limited representation, the Parties agree to share confidential information reasonably necessary to jointly prosecute the subject lawsuit, and each Party agrees to maintain the privileged and confidential nature of such shared information. Said obligation of confidentiality shall survive the termination of this agreement or a Party's withdrawal from it.

2. Costs. Lead Counsel will advance out-of-pocket expenses. For purposes of this Agreement, out-of-pocket expenses are defined to include filing fees, court fees, certified shorthand reporters' fees, other fees in connection with depositions, fees for service of process, consultant fees, fees for the use of any computers, witness fees, payments to expert witnesses and any other fees or expenses specifically agreed to in writing by the parties to this Agreement. Prior to incurring filing fee and court reporter fees, LAFLA may seek fee waiver(s) on behalf of any eligible plaintiff, and seek reimbursement for deposition costs from the Court Reporter Transcript Reimbursement Fund on behalf of any such eligible plaintiff. Lead Counsel will submit a memorandum of costs to recover reimbursable out-of-pocket expenses. For purposes of this agreement, out-of-pocket expenses do not include ordinary overhead costs such as photocopying and secretarial time or payment of salaries and travel expenses for the attorney working on this case, but may be included in charging costs to Defendants upon conclusion of

this case. To the extent that Lead Counsel's out-of-pocket expenses are not reimbursable, both parties agree to seek reimbursement of such costs in connection with any motion for award of reasonable attorney's fees.

However, LAFLA and \_\_\_\_\_ agree to split all necessary and reasonable witness and expert witness fees. LAFLA and \_\_\_\_\_ also agree to split all necessary and reasonable fees related to mediation services not covered by the opposing party. Individual expenditures exceeding \$1,000.00 shall require written consent of the parties.

3. Co-Counsel Responsibility. The Parties agree that they shall share access to information and decision-making, including decisions on litigation strategy and the assignment of litigation duties and responsibilities equally.

With deference to foregoing consultation with co-counsel, subject to the ethical rules of professional responsibility, \_\_\_\_\_ shall serve as lead counsel and, where necessary, shall exercise final decision-making authority. \_\_\_\_\_ has designated \_\_\_\_\_ as the lead attorneys. In the event s/he is unable to act as lead attorney through final resolution of the litigation, \_\_\_\_\_ shall designate another attorney employed by \_\_\_\_\_ to act as lead attorney.

\_\_\_\_\_ has designated \_\_\_\_\_ as the primary attorney in this case. In the event s/he is unable to act as lead attorney through final resolution of the litigation, \_\_\_\_\_ shall designate another attorney to act as the primary attorney working on this case.

Lead counsel is responsible for: (a) maintaining the master case file; (b) maintaining a calendaring system for all dates related to the litigation; (c) insuring that all filings and other actions occur in a timely fashion; (d) coordinating responsibility for court appearances, including responsibility for trial, if any; (e) coordinating co-counsel conference calls and

communication; (f) coordinating contact with the media, approving written press releases, maintaining a media file; (g) communicating with plaintiffs; (h) overseeing equitable expenditures of costs and expenses; and (i) ensuring that all parties to the Agreement promptly receive file-stamped copies of all pleadings and memoranda filed in the action, copies of any and all correspondence or notices sent to or received from the Court, and copies of all correspondence sent to or received from opposing counsel.

All parties are responsible jointly for (a) participating in the initial drafts of pleadings and memoranda to be filed in the action and preparing the final version of all pleadings and memoranda to be filed in the action; and (b) overseeing filing of any motion for attorneys' fees and costs which may be appropriate;

Decisions regarding substance and strategy shall be done in a consensus manner among the Parties. The Parties agree that, absent compelling circumstances, no pleading should be filed without the consensus of the parties as to the substance and timing of the filing of the pleading. Only after consensus clearly cannot be reached shall Lead Counsel exercise final decision-making authority. Should any additional plaintiffs be added it shall be done with the mutual consent of the parties.

4. Spokesperson Role and Responsibility. The Parties agree that the spokesperson role and responsibility -- as to the public and to the media-- shall be undertaken jointly. All press releases and other media contact shall be coordinated among the parties to the extent practicable. No press releases shall issue without prior approval by all Parties, and all press releases must mention all the parties to this Agreement.

5. Dissolution Of or Withdrawal From This Co-Counsel Agreement. The Parties agree that, upon written and reasonable advance notice, any Party may withdraw from this Co-Counsel Agreement, and thus from the sponsorship and representation set forth in this Co-

Counsel Agreement, for whatever cause or reason or for no cause or reason, subject to the Rules of Professional Conduct of the State Bar of California and applicable provisions of California law.

6. Financial Effects of Disagreement and/or Dissolution or Withdrawal. The Parties agree that a Party leaving this litigation according to Paragraph 5 shall no longer be obligated to pay or be liable for the costs and expenses of this litigation, as set forth in Paragraph 3, incurred after the dissolution of or withdrawal from this Co-Counsel Agreement.

7. Binding Effect. This Co-Counsel Agreement shall be binding upon the Parties, their affiliated attorneys and their employees.

8. California Law. This Co-Counsel Agreement shall be interpreted and enforced according to the laws of the State of California. Prior to seeking judicial enforcement of this Agreement, the Parties shall attempt to resolve any and all disputes by mediation and/or arbitration with a mediator or arbitrator agreed to by the parties.

8. Attorneys' Fees. Each of the attorneys, law students, or legal workers of LAFLA and \_\_\_\_\_ shall be responsible for maintaining contemporaneous time records, including the date, time spent, and work performed. These records must be kept in a manner that is appropriate and legally sufficient for seeking attorneys' fees and costs under applicable law. Such records will be the basis for a request for reasonable attorneys' fees and the basis for allocation of attorneys' fees awarded by the court or obtained in a settlement of attorneys' fees. If entitled, all Parties shall seek a recovery of attorneys' fees. All costs reasonably incurred by the Parties shall be reimbursed from any award of attorneys' fees prior to any pro rata computation or disbursement of such attorneys' fees; if total costs exceed the award of attorneys' fees, costs shall be reimbursed in proportion to the costs incurred by each Party. Compromises in the course of a settlement of attorneys' fees or claims for costs and expenses

shall not be binding on the parties in terms of apportioning attorneys' fees and costs. Instead, such attorneys' fees and costs shall be apportioned pursuant to the provisions of this Agreement. All parties agree they will seek market rate fees.

The Parties agree that they shall share liability for fees, costs or sanctions assessed directly against attorneys equally unless the assessment resulted directly from actions taken outside of the generally agreed-upon litigation strategy. In that case, the organization employing the attorney responsible for those actions shall be liable for the assessment. Nothing in this Agreement shall be deemed as acceptance of responsibility or liability on behalf of any of the attorneys as individuals for the fees, costs, or sanctions imposed.

10. Arbitration regarding attorneys' fees. In the event of an irresolvable difference of opinion between the Parties regarding the application for, resolution of, or distribution of attorneys' fees or costs, or regarding any issue not addressed by this agreement, the differences shall be resolved through meetings between the Parties with a third party arbitrator agreed to by the Parties.

11. Modification. Any modifications made to this Agreement shall be made in writing with the consent of the parties hereto.

12. Execution of Counterparts. This agreement may be executed in two or more counterparts, all of which counterparts shall be deemed to be originals. Each Party shall sign one original of this Co-Counsel Agreement, and copies of the original will be provided to all Parties. The Agreement shall be effective as of the date last signed by any Party to the Agreement. Facsimile or electronic signatures shall be as effective as an original signature.

IN WITNESS HEREOF, an authorized representative of each undersigned Party has agreed to, signed, and executed this Co-Counsel Agreement on the month, day, and year indicated.

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For LAFLA

Date

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For.

Date

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