

CO-COUNSEL AGREEMENT

This Agreement is made between the law firms of [NAME #1] and [NAME #2], collectively referred to as “Co-Counsel.” The Agreement governs the conditions under which the Co-Counsel will work together to prosecute a class action lawsuit in [VENUE] against [COMPANY] for [CLAIMS].

Co-Counsel agree as follows:

1. Confidentiality

Co-Counsel acknowledge that, in order to jointly litigate the case, they will need to exchange certain materials and information, the contents of which may be or include material protected by the attorney client privilege, the work product privilege, or other state and federal statutory and common law rights and privileges, including but not limited to factual material, mental impressions, documents, memoranda, and interview and investigative reports. Co-Counsel wish to pursue their common interests cooperatively without waiving any privilege or protection as to any communication or work product. Any and all materials and communications exchanged among Co-Counsel in connection with the litigation shall be exchanged pursuant to a common interest privilege and are protected from disclosure from any third party without the express consent of the Co-Counsel. The disclosure of materials and communications pursuant to this Agreement shall not constitute a waiver of any privilege or protection.

2. Work Together

Co-Counsel pledge that they will not seek to prosecute this case alone or with any other Co-Counsel firm or other firm without the express written consent of the other Co-Counsel. Each Co-Counsel firm will use its good faith and best efforts to prosecute the case in the interests of the proposed class in accordance with the joint decisions made by Co-Counsel. Co-Counsel

will cooperate in their work on this matter. Co-Counsel will make a good faith effort to staff this case appropriately and actively participate in its prosecution.

3. Decision Making/Communication

Co-Counsel shall jointly make all major decisions in the case. Co-Counsel shall consult on a regular basis, no less than once every two (2) weeks.

4. Advancement of Costs and Expenses

Co-Counsel shall each absorb their internal “in-house” costs, including but not limited to the following: telephone and facsimile costs, in-house copying, salaries for their respective attorneys and staff, and travel and lodging. Common out-of-pocket litigation expenses such as deposition and court transcripts, outside copying services, expert consultants and expert witnesses, jury consultants, and graphics services, and other common expenses associated with the prosecution of the case will be split equally between NAME #1 and NAME #2. Co-Counsel shall exchange records of their respective out-of-pocket expenses on a quarterly basis.

5. Reimbursement of Costs and Expenses

Costs advanced shall be payable out of any recovery in this case. Any attorneys’ fees recovered, whether designated as, attributed to, or described as, attorneys’ fees, costs, out-of-pocket expenses, or something else, shall be used first to repay Co-Counsel their reasonable unreimbursed litigation expenses and costs. If the monies recovered for costs and/or attorneys’ fees are insufficient to cover Co-Counsel’s expenses incurred, then such monies shall be divided pro rata in proportion to the expenses incurred by Co-Counsel.

6. Attorneys' Fees

a. Percentage-Basis Recovery of Attorneys' Fees

If attorneys' fees or any other monies are recovered or awarded on the basis of a percentage of common fund analysis, then, after reimbursing Co-Counsel for costs, attorneys' fees shall be divided between the Co-Counsel in the proportion that each firm's reasonable lodestar (*i.e.*, reasonable hours times reasonable then-current rates) bears to the combined lodestar of all Co-Counsel. To the extent that the fees and costs awarded exceed the total of the combined lodestar of all Co-Counsel and their combined reasonable costs and expenses, the remainder of the excess will be divided by Co-Counsel in proportion to each firm's relative reasonable lodestar. Co-Counsel agree that the rates attached hereto as Exhibit B are the current rates of counsel, which may be reasonably updated annually for allocation of attorneys' fees pursuant to this subparagraph.

b. Lodestar-Based Recovery of Attorneys' Fees

If attorneys' fees or other monies are recovered or awarded on the basis of a lodestar analysis, then, after reimbursing the Co-Counsel for out-of-pocket costs and expenses awarded by the Court, the attorneys' fees shall be paid as set forth in paragraph 6(a), above, except that the court-awarded lodestar shall be used to measure each firm's reasonable lodestar.

c. Funding of Fees Payment By Defendant

In the event of any fee and cost recovery in this case, Co-Counsel will request that the fees and costs be wired to an interest-bearing account. In the event of no disputes on the cost allocation to Co-Counsel, the costs will be disbursed to Co-Counsel within 5 days of funding. In the event of no dispute on both the fee and cost allocation, such disbursement will be made within 5 days of funding. Regardless, no fees or costs will be disbursed without the mutual consent of Co-Counsel. Co-Counsel agree that fees and costs may be wired to an interest-

bearing account established by NAME #1, consistent with the limitations in this Agreement regarding disbursement.

7. Exchange of Time Records

All Co-Counsel shall maintain accurate, contemporaneous time records for all time that will be billed in these actions. Co-Counsel shall exercise reasonable billing judgment to eliminate any inefficiencies or unreasonable time expenditures. Co-Counsel's billing professionals will record the amount of time they spend working on the case, and will each provide to each other every three months (beginning with records up through [DATE]) billing statements or records that show the identity of the timekeepers, a description of the hours expended and services provided, the period covered by each statement, and a list of costs and expenses incurred. The initial time record disclosures of NAME #1 and NAME #2 will be made within 7 days of signing this agreement and will include all of the time and costs that they have invested in this case since they first began to investigate the case.

8. Agreement with Clients

NAME #1 and NAME #2 will represent plaintiffs [NAMES]. All plaintiffs will be informed of this agreement of Co-Counsel to work together and to share fees. Among other things, the fee agreements with the proposed class representatives will make clear that if the case is certified as a Class and the Class prevails in a judgment or settlement, Class Counsel will apply to the court for a reasonable fee, and that the proposed class representatives will not have to pay fees beyond the fees awarded by the court.

9. Withdrawal of Co-Counsel

If any party to this Agreement withdraws as Co-Counsel, or if Co-Counsel terminate the Co-Counsel relationship, each party to this Agreement will support the other's fee application to the extent that the application reflects work actually devoted to the case and

expenses actually paid in the prosecution of the case by each Co-Counsel firm, but including in the case of a withdrawing firm only time and expenses incurred up to the date of such firm's withdrawal.

10. Signatures

This document shall be executed in original counterparts, one to be held by each of the parties. Each counterpart shall be deemed an original and taken together shall constitute one and the same Agreement, which shall be binding and effective as to all parties hereto. A facsimile copy of a signature shall be deemed binding and effective.

11. Integration Clause/Amendment in Writing

This Agreement constitutes the entire agreement of the parties and shall supersede any oral or prior written understanding of the Co-Counsel. This Agreement may be revised or amended only by a written instrument signed by all of the Co-Counsel.

12. Mediation/Arbitration

If a dispute arises between Co-Counsel, or any of them, arising under this Agreement or relating to its application to the payment or recovery of costs, expenses, or attorneys' fees by or to Co-Counsel hereunder, the parties will first meet and confer to attempt to resolve the dispute, and, if the dispute is not resolved by meeting and conferring, submit the dispute to confidential mediation using a mediator from _____. If the dispute is not resolved through mediation, Co-Counsel will resolve the dispute through confidential binding arbitration before an arbitrator from _____ mutually agreed to by the parties. If the parties have not agreed on an arbitrator within two weeks of the notice of arbitration, each side shall select a party arbitrator from _____ and the two party arbitrators shall select a neutral third arbitrator to individually resolve this dispute.

13. Prevailing Party in Dispute Entitled to Fees

The prevailing party in any dispute arising out of this agreement shall be entitled to reasonable fees and costs incurred in the proceeding.

14. Faxed Signatures

Upon signing this document, each Firm shall fax a copy to the other Firm. Faxed signatures shall be as valid as the originals, and faxed or original signatures shall be valid even if they are on different copies of the signature page.

Date:

[NAME #1]

Date:

[NAME #2]

Co-Counsel Agreement

[Company] [Contract/Discrimination/Wage & Hour] Litigation

This Agreement is made among the law firms of [LEAD #1], [LEAD #2], and [LOCAL COUNSEL] [collectively “CO-COUNSEL”].

The Agreement governs the conditions under which CO-COUNSEL will jointly manage and pursue class action litigation against [Company] for [claims].

CO-COUNSEL agree as follows:

1. Leadership and decisionmaking.

a. Roles: The firms shall have the following roles in the litigation: [LEAD #1] and [LEAD #2] shall serve as co-lead counsel, with joint responsibility to manage the litigation. [LOCAL] shall serve as liaison counsel with specific responsibility for advising on [VENUE] practice and custom and otherwise as requested by co-lead counsel with the consent of [LOCAL].

b. Staffing: CO- COUNSEL will make a good faith effort to staff this case appropriately.

2. Costs.

a. Internal: CO-COUNSEL shall each absorb their internal “in-house” costs including but not limited to the following: telephone and facsimile costs, in-house copying, salaries for their respective attorneys and staff, and travel and lodging.

b. External: Other “external” out-of-pocket litigation expenses, such as depositions and court costs, using third-party services or specialists (such as court reporters, copying services, expert consultants and witnesses, jury consultants, and graphics services), and other expenses associated with the producing and running of the case including advertising will be split between [LEAD #1] and [LEAD #2].

c. Recovery: Costs advanced shall be payable out of any recovery in this case. Any attorneys’ fees recovered, whether designated as, attributed to, or described as, attorneys’ fees, costs, out-of-pocket expenses, or something else, shall be used first to repay CO-COUNSEL the amounts of any out-of-pocket expenses or costs they have advanced in pursuing this matter.

i. If the monies recovered are insufficient to cover CO-COUNSEL’s expenses incurred, then such monies shall be divided pro rata in proportion to the expenses incurred by CO-COUNSEL.

3. Fees. After reimbursing CO-COUNSEL for out-of-pocket expenses they have advanced, any fees recovered or awarded shall be divided based on each firm's reasonable lodestar.

4. Timekeeping. All CO-COUNSEL shall maintain accurate, contemporaneous time records for all time that will be billed in these actions. CO-COUNSEL shall exercise reasonable billing judgment to eliminate any inefficiencies or unreasonable time expenditures. CO-COUNSEL's billing professionals will record the amount of time they spend working on the case.

5. Media: Co-Lead counsel shall retain responsibility for responding to media inquiries about the case. However, all CO-COUNSEL may describe/market the case status/proceedings on their websites, social media, or in firm communications.

6. Withdrawal. If any party to this Agreement withdraws as CO-COUNSEL, or if any party terminates the CO-COUNSEL relationship, each party to this Agreement will support the other's fee application to the extent that the application reflects work actually devoted to the case and expenses actually paid in the prosecution of the case. If either [LEAD #1] or [LEAD #2] withdraws from the case, the withdrawing firm will cooperate with the remaining CO-COUNSEL in obtaining appropriate substitute co-lead counsel to continue the prosecution of the case.

7. Revision. This Agreement may be revised or amended only by a written instrument signed by all CO-COUNSEL.

8. Execution. This document shall be executed in multiple original counterparts – one to be held by each of the parties. Each counterpart shall be deemed an original and taken together shall constitute one and the same Agreement, which shall be binding and effective as to all parties hereto. A facsimile copy of a signature shall be deemed binding and effective.

9. Entire agreement. This Agreement constitutes the entire agreement of the parties and shall supersede any oral or prior written understanding of the CO-COUNSEL.

Date:

LEAD #1

Date:

LEAD #2

Date:

LOCAL