

CO-COUNSELING AGREEMENT

This Agreement is entered into by and among TAHIRIH JUSTICE CENTER, and [Law Firm], as co-counsel (hereinafter “co-counsel”) representing [client] in an action against [Defendants], for wage and hour and related claims from the time she entered the United States, approximately [date] until [date].

The purpose of this agreement is to clarify the rights and responsibilities of co-counsel with respect to the conduct of litigation, including payment of litigation expenses and the recovery of costs and attorney’s fees. This agreement does not preclude co-counsel from entering into different agreements regarding other matters.

The parties agree as follows:

1. RELATIONSHIP OF CO-COUNSEL

Co-counsel agree that decisions about the conduct of the litigation will, whenever possible, be made by consensus. [Law firm] will be designated as lead counsel. Lead counsel shall be responsible for directing the course and conduct of the litigation and ensuring that the matter is prosecuted in a timely and professional manner. Lead counsel shall also determine the assignment of specific task responsibility to all attorneys participating in the case. Co-counsel agree to work cooperatively and to keep each other apprised of all developments in the case, including communications with the client, court and opposing counsel.

2. IDENTIFICATION

Pleadings and other papers shall bear the names of all participating attorneys, and shall be signed by or on behalf of the principal drafter.

3. LITIGATION EXPENSES

[Law firm] shall be responsible for advancing all litigation expenses in the case not paid for by Plaintiff. For purposes of this Agreement, litigation expenses shall include filing fees, court fees, certified reporters’ fees, other fees in connection with depositions, fees for service of process, photocopying costs, mailing/shipping costs, long distance telephone calls and faxes, consultant fees, witness fees, payments to expert witnesses, necessary travel costs, and any other fees or expenses arising from this litigation. Litigation expenses do not include overhead costs such as rent, local telephone calls, secretarial time or payment of salaries for attorneys or paralegals working on this case. No co-counsel shall incur any litigation expenses exceeding \$500 without approval from [law firm].

4. LIABILITY FOR ASSESSMENT OF FEES OR SANCTIONS

Liability for fees, costs or sanctions assessed directly against attorneys in this case shall be shared equally by co-counsel, unless the assessment resulted from actions taken outside the generally agreed-upon litigation strategy. In that case, the firm or agency employing the attorney responsible for those actions shall be deemed liable for the assessment. Nothing in this agreement shall be considered as acceptance of responsibility or liability on behalf of any of the individual attorneys for the fees, costs or sanctions imposed.

5. MAINTENANCE AND EXCHANGE OF RECORDS

Co-counsel agree to maintain a complete, detailed and contemporaneous record of time (to the nearest 1/10 of an hour) devoted to the prosecution of this action. Co-counsel shall use best efforts to exchange time records and current billing rates, along with records of the litigation costs and other costs charged to the case, quarterly.

6. RECOVERY OF ATTORNEY FEES AND LITIGATION EXPENSES

In the event that the litigation is successful in whole or in part, co-counsel shall jointly seek court-awarded litigation expenses and attorney fees for all time and expenses reasonably expended in the case. In the event attorney fees and/or expenses are recovered pursuant to settlement or court award, they shall be divided among co-counsel as follows:

- a. If expenses and fees are recovered by settlement or court order, each co-counsel shall first be reimbursed, from the lump sum, the full amount of litigation expenses it paid, provided the recovery is sufficient to cover such expenses;
- b. If expenses and fees recovered by settlement or court order exceed the amount to be repaid to counsel pursuant to section 6 a., the balance after such payments are made shall be reimbursed to co-counsel on a pro rata basis, based on the total lodestar, unless some other allocation is specified by settlement or court order. [Law firm] agrees to donate any attorney fees awarded or attributed to it to the Tahirih Justice Center after all litigation expenses and fees are recovered.
- c. Expenses that are reduced or disallowed by the court or discounted by settlement shall also be deducted on a pro rata basis, based on the proportion of total expenses and shall not be borne only by the organization whose costs and expenses have been reduced, disallowed or discounted.

7. BILLING JUDGMENT

Co-counsel will each be responsible for exercising reasonable billing judgment over the number of hours per attorney, legal worker, or law student submitted in a fee petition or recovered in settlement.

8. PUBLIC RELATIONS AND CONTACT WITH MEDIA

Each co-counsel shall have the opportunity to review and comment on every press release before it is released to the media. To the extent feasible, all co-counsel should be consulted before any attorney working on the matter contacts or provides comment to the media.

9. MALPRACTICE COVERAGE

Co-counsel represent that they carry and will continue to carry their own complete coverage of malpractice insurance during the pendency of this litigation.

10. WITHDRAWAL

This Agreement shall terminate at the conclusion of the litigation. However, any co-counsel may withdraw from representation prior to the conclusion of the litigation, provided that such withdrawal is consistent with the Rules of Professional Conduct for the State Bar of Virginia and the applicable provisions of Virginia law.

11. DISPUTE RESOLUTION

In the event of any dispute among co-counsel regarding this Agreement or the distribution of any recovery under this Agreement, co-counsel shall attempt in good faith to resolve the matter through negotiation and, if unsuccessful, shall agree upon a neutral third party to assist them in attempting to resolve the matter informally. If these measures are unsuccessful, the dispute shall be referred for binding arbitration with JAMS or another mutually agreed upon alternative dispute resolution provider. Co-counsel shall bear its own fees and costs, and shall share any mutual costs (e.g., arbitrator's fee), regardless of the outcome of the dispute.

Dated: _____

TAHIRIH JUSTICE CENTER

Dated: _____

[LAW FIRM]

TBA