

CO-COUNSELING AGREEMENT
RELATING TO THE MATTER OF PUBLIC V *BIG CORPORATION*** ET AL**

The law offices of Lyngklip & Associates Consumer Law Center, PLC ("Lyngklip & Associates") and the Co-Counsel Firm agree to jointly litigate the case of *PUBLIC V ***BIG CORPORATION*** ET AL* in Any Court:

1. **Co-Counsel** – Lyngklip & Associates and Co-Counsel Firm will operate as co-counsel in the litigation and share the responsibilities and duties associated with prosecuting the case. Collectively, these firms will be know as the “Team.”
2. **Roles of Each Firm** – Each firm is jointly responsible for the prosecution of the case and will work cooperatively to bring the case to successful resolution for the client. Each firm will have the following responsibilities and will use their best efforts to insure that all the activities necessary are accomplished to successfully litigate the case.

Role	Lyngklip & Associates	Co-Counsel Firm
Lead Counsel with primary responsibility of attending court appearances and assuring that all necessary filings are made timely.		
Communicating with client concerning the litigation, developments in the case, and settlement offers.		
Drafting pleadings.		
Strategic planning.		
Drafting discovery motions.		
Meet and confer conferences and reports concerning discovery disputes.		
Drafting dispositive motions and responses.		
Compliance with deadlines and local court rules		

Settlement negotiations		
Responding to discovery		
Defending depositions		
Maintaining and organizing production received by the Litigation Team.		
Factual background research concerning the named defendants.		
Publicity and public relations.		
Any other responsibilities not listed above.		

The parties may agree to assign responsibility for specific tasks that might otherwise fall within these areas or areas not described above. The parties 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.

3. **Costs** – Lyngklip & Associates and Co-Counsel Firm will share responsibility for advancing all costs and expenses in the litigation, except that each firm will advance its own travel expenses. Each party will be responsible for keeping its own contemporaneous written records of expenses and time spent by attorneys and legal assistants in the case, including the date, time or amount 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.
4. **Case Communication** - Each firm will cc the other on any email communication about the case. Letters that are sent or received by any firm about the case will be scanned and sent to the other as a pdf unless the other firm shows on a cc line. Each party will provide the other with summaries of any in person communications unless the substance of the communication was *de minimus* or the communication involved the other firm. Each Parties will keep the other informed of any deadlines, hearings, depositions, meetings or other dates.
5. **Fee Sharing** – In the event the litigation is successful and we recover any amount for attorneys' fees and costs, Lyngklip & Associates will first be reimbursed for any costs and expenses incurred, and Co-Counsel Firm will be reimbursed for any travel expenses incurred. Any remaining funds will then be divided as follows:
 - a. **Contingency Split** – As to any contingency fee paid from the client's recovery, each of the firms will share equally in the recovery.

- b. **Continuing Accounting** – An accounting and disbursement will be made following recovery from any or all of the opposing parties. However, costs expended in litigation shall be reimbursed fully as recoveries are received, and lodestars shall be considered collectively as to all opposing parties. Further, attorneys’ fees disbursements will be withheld by lead counsel as necessary to provide for anticipated post-settlement work, and a final accounting and disbursement, if any, will be made when substantially all of the work in the matter has been completed.
6. **Confidentiality and Protective Orders** – Neither party may negotiate or consent to any confidentiality provision or protective order without the prior consultation and consent of the other party. Each party agrees that it will comply with any protective order or confidentiality provision negotiated by the Team, including any document destruction.
7. **Technology** – The parties agree that in order to facilitate the exchange of information relating to the case, the parties will use the following technologies.
- a. Word Processing: MS Word.
 - b. File Transfers: Citrix ShareFile
 - c. Task Assignments: Rindall
 - d. Trial Preparation: Trial Pad
 - e. Deposition Review: Deposition Pad
 - f. E-Discovery Review: TBD
 - g. Fact Managemeng: Trial Line

Lyngklip & Associates Consumer Law Center,
PLC

by

Dated: _____

Co-Counsel Firm

by

Dated: ____/____/____

Client Approval

I approve of the fee sharing agreement set forth above between my attorneys.

John Public

Dated _____

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