

# JOINT REPRESENTATION ENGAGEMENT LETTER

Completed Sample Engagement Letter  
(assumes joint representation, not NY/Delaware/Foreign  
hourly billing, one client paying for services to both, option 2 retainer)

October 10, 2008

Mary Anderson  
ABC Company  
10023 S. Fourth Street  
Philadelphia, PA 19103

Re: ABC Company and Jane Green  
Defense of Race Discrimination Claim Filed  
by John Smith  
Engagement Letter

Dear Ms. Anderson:

We are delighted to be representing ABC Company and Jane Green in connection with their defense of a sexual harassment claim.

Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we will be providing legal services. The purpose of this letter is to clarify and confirm the parties and scope of the engagement and the nature of the services we will render. It also describes our billing policies, procedures and rates. Should you retain the Firm for subsequent matters, the specifics of this agreement will remain the same unless otherwise communicated. The attachment to this letter, "Additional Terms of Engagement," contains other important aspects of the attorney-client relationship.

## Scope of Engagement

Our engagement is to defend the company in connection with the charge of sexual harassment which was filed with the Pennsylvania Human Relations Commission and docketed as 2008-15. The engagement will continue should this matter proceed to state or federal court. You have advised us that in this matter you are or expect to be adverse to John Smith as well as his wife, Mary Smith. Our acceptance of this engagement does not involve an undertaking to represent you or your interests in any matter other than that described in this paragraph.

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### Attorney Providing Services

I will be the attorney responsible for your representation. I will be assisted by the following team members: Attorney A and Paralegal A. From time to time, I may ask other Firm attorneys and paralegals to assist me in providing quality legal services in an efficient, economical manner and to take advantage of special expertise. We always attempt to have work done for clients by the person or persons with the most suitable legal experience and seniority level, and we will follow that principle in representing you in this engagement. If at any time you have questions regarding staffing or performance, please call me. It is important that you are satisfied with our services and responsiveness at all times.

### Client Liaison

We understand that Jeffrey Davis will be our primary contact at the Company. Please advise us immediately if there is any change in the contact information for Jeffrey Davis or in the person who will be primarily responsible for this matter.

### Limitations of Joint Representation

In a situation where one law firm is asked to represent multiple parties in a matter, the Rules of Professional Conduct governing lawyers allow the Firm to undertake the joint representation, but require the Firm to explain to each party the implications of the joint representation and obtain your consent to that representation. You should carefully consider these risks before agreeing to the joint representation.

A client is entitled to the undivided loyalty of her or its attorney. A client is also entitled to be assured that information furnished to her or its attorney in furtherance of the representation will be kept in confidence by the attorney. If each of you had separate counsel, all information that you would give to your separate lawyer would be confidential, and each would receive independent and confidential advice from his/her own lawyer. None of that information could be disclosed to the other without your consent. This is not the case, however, when one firm advises you both, as we explain below.

You acknowledge that you have been appropriately informed that this joint representation will require that you waive the right to assert the attorney-client privilege with regard to communications between each of you and the Firm as explained below. By undertaking this joint representation, we have determined that it will not compromise our ability to effectively represent any of you.

The request that we represent each of you in connection with the defense of the sexual harassment claim reflects the determination by each of you that there is a mutuality of interest in a common representation. We understand that none of you is aware of any conflict of interest or position with respect to the other concerning the subject matter of this joint representation. We agree that based on the facts made known to us at this time, there is a mutuality of interest and there is no conflict that would compromise our representation of each of you. Please understand that we cannot be an advocate for you against the other. Our effort will

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be to assist you in the defense of the sexual harassment claim. To effectuate this joint representation, each of you, at any time, should feel free to call me with any questions or concerns.

### Confidentiality and the Applicable Attorney-Client Privilege

A significant implication of a joint representation is the sharing of confidential information. The attorney-client privilege applies to communications between counsel and jointly represented clients – here each of you. Those communications are privileged as against third-parties. However, the general rule is that communications between counsel and jointly-represented clients are not privileged as between the jointly-represented clients. Thus, any communications and information we receive from any of you may be shared with the others in connection with our joint representation. In addition, in the course of the joint representation, we may obtain confidential information from one of you which we come to understand would be harmful to another of you if disclosed to the other client. Alternatively, one of you may provide us with confidential information that could result in harm to one of the other clients if not disclosed to the other client. In connection with this joint representation, you agree that we may reveal that information to the other client, unless disclosure is otherwise prohibited under the applicable rules.

### Provisions Relating to Possible Conflict of Interest

Another significant implication of a joint representation is the possibility that a conflict of interest might arise in the future with respect to this joint representation. In that event, you both acknowledge that if either of you or the Firm determines that a conflict of interest has arisen, it may no longer be possible or appropriate for the Firm to continue representing you jointly. In that event, you agree that the Firm will be permitted to continue to represent ABC Company. If appropriate, the Firm will help with arrangements to obtain separate representation for Ms. Green.

In certain circumstances, one of you who is initially represented jointly by us and who later obtains separate representation, as described above, may arguably have the right to seek disqualification of the Firm from continuing to represent the other. Such a right might arise, for example, if the Firm acquired confidential information during the course of the joint representation concerning Ms. Green and her interests later diverge from the interests of ABC Company. If you sought to disqualify the Firm, this would cause disruption and significant expense in the continuing representation. To assure effective and efficient representation of you each, you hereby acknowledge that the Firm may continue to represent ABC Company if it is determined by either you or the Firm that we are no longer able to represent each of you as a result of a conflict of interest. You further acknowledge that the Firm may use any information that it received from each of you during the period of joint representation as it deems appropriate in the continued representation, and that you will not seek to disqualify the Firm from that continued representation.

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### Billing

We anticipate that most of the time we spend on this matter will jointly benefit each of the clients and that there will, therefore, be no need to bill any client separately from the other. If there are occasions when we provide services that benefit only one client, we will keep separate track of that time and bill it solely to the client(s) on whose behalf such services were rendered.

### Fees

All work on this matter will be billed on a monthly basis, at our hourly rates, which we believe to be highly competitive. The current hourly rates for the attorneys and paralegals listed above are as follows: associate - \$\_\_\_; paralegal - \$\_\_\_. We traditionally adjust these rates each January.

We are keenly aware of time expenditures and make every effort to achieve the most cost-effective mix of hours, rates, and experience. Our bills will be reviewed by me before being sent to assure that we are delivering our services as efficiently as we can.

### Disbursements

You also will be billed monthly for disbursements and ancillary services in this matter. These items, including telephone charges, copying, fax services and computerized legal research, are listed on the enclosed "Summary of Charges for Ancillary Services." Disbursements are not always available on a current basis, so they may be billed in supplemental statements. In order to allocate these expenses fairly, and keep our billing rates as low as possible, these items are charged to the individual clients for whose benefit they are incurred.

If it becomes necessary for us to obtain services on the client's behalf from suppliers outside the Firm (for example, deposition transcripts), we may make payment for charges under \$500 and list such payments as expense items in our monthly bills. When the charge is \$500 or more, and in other instances when the bill is to be forwarded to the client for payment, we will first review it for appropriateness. Expert witnesses will be engaged only with your prior approval. We will seek your approval for vendors if substantial expenses are anticipated. We will seek your approval for vendors if substantial expenses are anticipated. Our personnel travel Metroliner or Acela class for rail transportation and business class (or first class if business class is not available) for international travel of more than two (2) hours anticipated duration or domestic travel of more than five (5) hours anticipated duration, and coach class for all other air transportation.

### Billing Arrangement

Our monthly statements will provide a detailed listing of the services performed. We require payment of our statements within 30 days of the statement date. Any outstanding balance for which payment has not been received within 60 days of the statement date will begin to accrue interest charges at a rate of two points (2%) over prime. If payment of any of our

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billings is not made within 60 days of the statement date, the Firm reserves the right to withdraw as counsel to the clients, and the clients agree that they will not object to any motion that the Firm files to withdraw from its representation on that ground. Such a withdrawal or motion will not affect the obligation of the clients to pay the Firm the amounts set forth in billing statements that the Firm sends to them.

We do not anticipate having any disagreement with you about the quality, cost or appropriateness of our service. If, however, you have questions or concerns about these subjects, please notify us immediately. We want to answer your questions as soon as possible. In addition, the Firm commits with you to engage in good faith negotiations to attempt to resolve any and all billing issues quickly and fairly.

We understand that ABC Company will pay for our services in connection with this engagement. Our acceptance of those payments will not compromise either our duty of loyalty to Ms. Green or our providing our independent professional judgment in connection to each client in connection with this engagement.

### Retainer

ABC Company agrees to deposit \$10,000.00 with the Firm as an advance toward our fees in connection with this engagement. We will hold this amount until the end of the engagement and apply it to the final bill. We will refund to you any amounts remaining at that time.

I encourage you to discuss with me any questions that you may have concerning any of these arrangements. We are most pleased that the client has engaged us for this matter and we will make every reasonable effort to assist in achieving the client's objectives.

I ask that you confirm your agreement with the terms of retention set forth in this letter by counter-signing the enclosed copy of this letter as provided below and returning the signed copy to me. The other copy is for your records.

Sincerely yours,

Partner

### Enclosures:

Copy of Engagement Letter (to be signed and returned)  
Additional Terms of Engagement  
Statement of Ancillary Charges

The undersigned acknowledges and agrees to the terms of representation by the Firm as set forth in this letter and the accompanying additional terms of engagement.

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ABC Company

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Jane Green

Dated: \_\_\_\_\_

\_\_\_\_\_