**Form Joint Representation Engagement Letter**

**\*\*\*Note: All notes in italics, bold or surrounded by [ ] are for your information only and need not be part of the letter sent to the client unless applicable to your representation.**

|  |  |  |
| --- | --- | --- |
| Client 1 | Client 2 | Client 3 |
| [insert name and address] | [insert name and address] | [insert name and address] |

**Re: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ v. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Case No. \_\_\_\_\_\_\_ (the "Lawsuit" or “specific matter name” if not in litigation)**

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_:

Thank you for selecting [Firm Name] (the “firm”) to represent each of you in the [fully and specifically describe Lawsuit or scope of work for this particular matter], (the “Lawsuit” or “specific matter name”). Our firm’s policy at the outset of an engagement with new clients is to outline not only the nature of the engagement, but also the basis on which the firm will provide legal services and bill for them.

# 1. Nature of Engagement. As we discussed, the firm’s clients will be Clients 1,2 and 3 [include the Specific and Correct Full Name of Clients]. The scope of our engagement will be limited to the representation of each of you in the Lawsuit [or “specific matter name”].

# 2. Fees. Although I will be the attorney responsible for this engagement, portions of the work may be performed by other firm attorneys and legal assistants, as necessary. My current hourly rate is $\_\_\_\_. Our hourly rates for partners range from $\_\_\_\_ to $\_\_\_\_ ; for associates, from $\_\_\_\_ to $\_\_\_\_ ; [and] for legal assistants, from $\_\_\_\_ to $\_\_\_\_ [; and litigation support personnel, from $\_\_\_\_ to $\_\_\_\_]. Our billing rates are subject to adjustment from time to time, usually in January of each year. Each of you will be jointly and severally liable for the total fees and costs of representing you collectively in the Lawsuit.

**[OPTIONAL RETAINER LANGUAGE]**: Advance Payment Retainer: Our agreement to represent the Company is contingent upon the Company's payment to us of an advance fee of **[**$\_\_\_\_\_\_\_**]** (the "retainer"), paid in equal portions by each Client. The retainer shall be held in our account and shall be applied against our final invoice. Any unused portion of the retainer shall be refunded to **[you/the Clients**], proportionally.

**[Note: Some states have mandatory language which must be included in engagement letters. For example, matters handled in New York must include the following:** *In the unlikely event that a dispute arises between us relating to our fees, you [the Client] may have the right to arbitration of the dispute under New York law, Part 137 of the Rules of the Chief Administrator of the Courts. We would be happy to provide you with the necessary information regarding your right to arbitration upon your request*.]

**[Be sure to check your state’s requirements.**]

# 3. Costs. In addition to our fees, our bills will include allocable charges for costs and expenses incurred in performing our services, such as printing and reproduction services, mail, messenger and delivery services, computerized research, travel (including mileage, parking, air or rail fare, lodging, meals, taxi or car rental), telephone, secretarial and support staff overtime (when necessitated by the client’s work), court costs and filing fees [and other litigation support services, such as document scanning, coding and printing]. Unless other arrangements are made, certain expenses (such as expert witnesses’ fees and court reporters’ charges) will be billed directly to you and will not be our responsibility.

# 4. Billing Arrangements. We render on-account bills monthly. Our statements generally will be prepared and mailed to each of you during the month following the month in which services are rendered. The firm expects that its clients will pay statements within 30 days. We reserve the right to defer providing services or to discontinue our representation if billed amounts are not paid when due.

5. Client Documents: We will maintain any necessary documents (including any electronic copies) relating to this matter in our client files. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to make available to you. These documents will be delivered to you within a reasonable time after receipt of payment for outstanding fees and costs, subject to applicable rules of attorney conduct. We will retain any remaining documents in our files for a certain period of time, after which we will destroy them in accordance with our record retention program.

6. Joint Representation Agreement and Waiver. You have requested that the firm represent you jointly for both strategic and cost reasons. Because joint representations involve unique issues of conflicts of interest and confidentiality, we wanted to clarify the terms of our joint representation as set forth herein. The firm is willing to undertake this joint representation in the Lawsuit [or “specific matter name”] so long as the following terms and conditions are understood and agreed to by each of you:

Client 1, Client 2, and Client 3 each waive any objection to, or any possible conflict in, our joint representation of Clients 1, 2, and 3 in the Lawsuit, and each consent to our joint representation of Clients 1, 2, and 3 in the Lawsuit.

# Client 1, Client 2, and Client 3 acknowledge and agree that communications between the firm and any or all of you concerning the Lawsuit [or “specific matter name”] will be treated by us as confidential and not disclosed to anyone other than the [three] of you without your consent or as otherwise provided by law. Clients 1, 2 and 3 further acknowledge and agree that whatever communications or information the firm receives from any one or more of you concerning the Lawsuit [or “specific matter name”] will be shared with each of you as we deem appropriate. In particular, if we receive material information about any one of you from one of the others that we believe Clients 1, 2 or 3 should have in order to make decisions regarding your individual interests, we will give you that information.

# Clients 1, 2, and 3 acknowledge and agree that there exists the possibility that a conflict of interest may arise in the course of the multiple representation by the firm. Clients 1, 2 and 3 acknowledge and agree that in the event a conflict of interest arises regarding the joint representation by the firm, then we may withdraw from the representation of the client who has created the conflict (the “conflicted client”) and may continue to represent the other client or clients. In such event, the conflicted client understands that he/she would be responsible for obtaining his/her own legal representation and for the cost of that representation.

Clients 1, 2 and 3 acknowledge and agree that if the firm withdraws as one or more of their attorneys, we may continue to represent the other remaining clients, even if such representation is contrary to the interests of the conflicted client. Moreover, in the unlikely event that you commence litigation against one another regarding the subject of the joint representation, you each understand that our advice to you and our prior communications with each of you during the joint representation may not be shielded from disclosure in such litigation. Finally, in the event a conflict of interest arises regarding the multiple representations by the firm, a court may nevertheless disqualify us from continuing our representation of any of you, notwithstanding the terms of this Agreement. We are advising you of these possibilities solely to comply with our ethical requirements and are not suggesting that you may have claims against one another.

# 7. [**OPTIONAL AFFILIATE WAIVER LANGUAGE – Insert if any of the clients being jointly represented has a parent, subsidiary or affiliate**:

# Affiliate Waiver: For all matters which you may, from time to time, request our assistance, the firm’s clients will be [Name of specific corporate entity or entities represented] and not any [parent], subsidiaries or affiliates of [Client]. This letter confirms that [Client] acknowledges and agrees that it is a separate entity from its [parent], subsidiaries and affiliates for conflicts of interest purposes and that our representation of [Client] does not give rise to an attorney-client relationship for conflicts of interest purposes with any [parent], subsidiary or affiliates of [Client]. [Client] further acknowledges that the firm may have in the past represented, currently represents, or will in the future represent, other clients whose interests are adverse to [the parent], subsidiaries or affiliates of [Client] and that such representations by the firm will not give rise to a conflict of interest with [Client]. [Client] also agrees that during the course of the firm’s representation of [Client], [Client] will not provide to the firm any confidential information regarding its [parent], subsidiaries or affiliates.]

8. Termination of Representation. A client has the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve each of the clients of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on behalf of the clients through the date of termination.

Clients 1, 2 and 3 acknowledge and agree that, prior to entering this Agreement, they have been advised and have had the opportunity to consult with independent counsel (not with the firm) regarding the terms and conditions of this Agreement.

# If after consideration, each of you consent and agree to be jointly represented by the firm in the Lawsuit [or “specific matter name”] in accordance with the above terms and conditions, please sign the enclosed copy of this letter in the space provided below and return it to me. Should you have any questions, please call me.

We appreciate the chance to be of service and look forward to working with each of you.

Sincerely,

Enclosures

ACCEPTED AND AGREED to by:

Client 1

Date:

Client 2

Date:

Client 3

Date: