CO-COUNSELING AGREEMENT BETWEEN ARIZONA CENTER FOR DISABILITY LAW (ACDL), ASSOCIATION, AND LAW FIRM

The Arizona Center for Disability Law ("ACDL"), the Association, and Law Firm (collectively "Co-counsel") enter into this Agreement as Co-counsel to investigate, negotiate, and litigate claims that persons with disabilities have against ("Defendants") regarding the failure to implement (action) to people with disabilities in accordance with Title II of the Americans with Disabilities Act ("ADA") (collectively, "the Action").

The purpose of this Agreement is to memorialize the rights and responsibilities of Co-counsel with respect to (1) the conduct of the work necessary for the investigation, negotiation and litigation of the Action, (2) the payment of costs and expenses, and (3) the recovery of costs, expenses and attorney's fees.

A. Roles of Co-counsel.

ACDL, Association, and Law Firm will work together as co-lead counsel. All Co-counsel agree to comply with the Arizona Rules of Professional Conduct. All Co-counsel agree to work cooperatively and to keep each other appraised of all developments in the Action including communications with the clients, opposing counsel, and Defendants' representatives.

All Co-counsel will consult with one another to attempt to reach agreement regarding all major strategy decisions, including but not limited to the claims to pursue, the type and amount of relief to accept in settlement of the Action, the identities and number of clients involved in the Action, the termination of settlement negotiations without settlement, whether to file major motions and pursue particular lines of discovery, reporting to Co-counsel on its progress towards implementation of the settlement terms, and payment of attorneys' fees and costs to Co-counsel.

However, should decisions need to be made quickly and full consultation is not possible, or if all Co-counsel do not agree on a course of action, then attorney (or his/her successor/designee) of ACDL, attorney (or his/her successor/designee) of Association, and attorney (or his/her successor/designee) of Law Firm will make all final decisions together. If agreement cannot be reached, then the decision will be made consistent with the views of the majority of these three persons.

In the event that any party wishes to appeal a fee award, the parties to this Agreement will first meet and confer and attempt to reach consensus on whether or not to bring the appeal. If agreement cannot be reached, the parties agree to submit the matter to expedited dispute resolution as provided in paragraph I below. Any decision must be consistent with the Rules of Professional Conduct of the Arizona, Maryland, and New York state bars.

B. Division of Labor.

This Agreement applies to the settlement negotiations, and if settlement negotiations are unsuccessful, to any litigation that is filed to address Defendants' failure to comply with federal and state requirements for ensuring accessibility and effective communication to individuals

with disabilities.

All Co-counsel recognize the important roles played by their Co-counsel, that it is important that each Co-counsel have significant responsibilities in this case, and the division of labor shall reflect this recognition. Each Co-counsel agrees to commit sufficient staff and other resources to the investigation and settlement negotiation of this case, consistent with each firm's responsibilities in investigating and pursuing the Action. In coordinating the work necessary for investigation, negotiation, or settlement, Co-counsel shall keep each other informed and shall maximize the benefits from the special experience and expertise of Co-counsel. In allocating staff and other resources to the Action, each firm will attempt to minimize duplication of the other firm's efforts and activities related to the investigation, negotiation and litigation of the Action.

C. Media.

Any decision to reveal information about the Action, including the filing or any settlement thereof, to the media will be made by consensus among Co-counsel. All Co-counsel will be given the opportunity to participate in all press conferences and to review all press releases and documents before they are made to the media. To the extent possible, all Co-counsel will be given the opportunity to review all statements made in response to media inquiries. In all written and oral communications with the press about the case, each firm will have the opportunity to be mentioned.

D. Maintenance of Records for the Filing of Petitions for Attorney's Fees, Costs and Expenses.

Co-counsel shall maintain contemporaneously a complete and accurate record of time (to the nearest 1/10 of an hour) devoted to the investigation and pursuit of the Action, recorded contemporaneously with the time expended, for each attorney and other timekeeper and each specific activity in the Action (i.e., time spent shall not be recorded as just "research" or "conference," but shall include the subject matter of the activity and the names of any other timekeepers involved in the activity, e.g., "research re statute of limitations" or "conference with 100 Smith re statute of limitations").

Co-counsel shall exchange their time records along with documentation of any costs and expenses for which reimbursement will later be sought, and a list of expenses that it has charged to the Action by the 1st day of the month, once every six months, for work done and expenses incurred or charged during the preceding six months.

E. Payment of Costs.

ACDL and Law Firm will each advance one-half of the costs and expenses incurred after the date of this Agreement in the investigation, negotiation and litigation of the case. For purposes of this Agreement, out of pocket litigation costs and expenses shall include investigative costs (not including the use of Westlaw or Lexis or similar services), filing fees, court fees, certified court reporters' fees, other fees in connection with depositions, fees for service of process, consultant

and expert fees, witness fees, case-related travel expenses for witnesses, trial consultant fees, jury fees and trial costs, copying or equipment costs paid to third parties, and any other fees or expenses arising from the pursuit of this matter paid to third parties.

Each Co-counsel firm shall advance its own general office overhead, legal research costs, in-office copying, fax, telephone, delivery, or other like costs. Each Co-counsel shall advance any and all expenses consistent with the direction of the Court or to comply with local rules or applicable ethical rules.

Each Co-counsel firm will keep track of its in-office costs related to this litigation as well as out of pocket expenses shared pursuant to this Agreement, for subsequent reimbursement through order of the court or settlement.

Each Co-counsel firm agrees to consult the other prior to incurring any out-of-pocket expense greater than One Thousand Dollars ($1,000.00).

F. Allocation and Recovery of Attorneys' Fees, Costs and Expenses.

Co-counsel will seek to recover attorneys' fees and costs for work in this matter from Defendants by way of joint negotiations or a unified fee petition in accordance with attorney fee award law in civil rights litigation. In the event attorneys' fees, costs and/or expenses are recovered, whether by settlement or court opinion-judgment, they shall be divided among Co-counsel as follows:

(1) First, out-of-pocket costs and expenses shall be reimbursed to the party to the Agreement who paid them, pursuant to paragraph D, above.

(2) Second, non-out-of-pocket costs obtained from the defendant(s), such as photocopies, telecopies, postage, etc., shall be reimbursed to the party to this Agreement who has incurred those costs.

(3) Third, Co-counsel shall divide the fee into equal shares of one-third of the fee. This equal division reflects the expectation that each firm will contribute a roughly equal amount of time to this case. HOWEVER, should one or more firms invest amounts of time in this matter that is both reasonable and grossly disproportionate to that invested by other firms in the case, Co-counsel agree to adjust the fee to reflect the ratio of actual fees accumulated in the case. In such event, attorneys' fees shall be apportioned among each Co-counsel firm in proportion to each's relative "Lodestar," which shall be calculated based on the reasonable hours actually worked multiplied by the hourly rates of each Co-Counsel firm. All of each Co-counsel firm's reasonable time related to the matter prior to the date of this Agreement shall be counted in the lodestar computations. If agreement cannot be reached, the parties agree to submit the matter to expedited dispute resolution as provided in paragraph I below.

G. Lodestar.

If there is a dispute as to the Lodestar (including a dispute as to the reasonable hours expended), then the parties shall resolve the dispute pursuant to the Dispute Resolution section set forth in paragraph I below.

H. Errors and Omissions Policies.

Each Co-counsel firm shall maintain its own insurance policy to cover errors and/or omissions of its legal staff. In the unlikely event that any attorney of record or any plaintiff in the case is the subject of judicial sanctions, then Co-counsel agree that the applicable entity will be responsible for payment or other resolution of the sanctions.

I. Dispute Resolution.

In the event of any dispute between Co-counsel with respect to the interpretation, application or enforcement of this Agreement or any of its provisions, Co-counsel shall first attempt in good faith to resolve this matter through negotiation. If the matter is not resolved through negotiation, it shall be referred to mediation before an individual mediator whom the parties shall jointly designate within fifteen (15) days after the failure of negotiation. If the matter is not resolved through mediation, it shall be referred to final and binding arbitration before a single arbitrator mutually agreeable to all Co-counsel within thirty (30) days after the failure of mediation. The costs of any such mediation or arbitration shall be divided equally between the firms.

J. Potential Termination.

Any or all of the Co-counsel, subject to court approval if required and in manner consistent with the Rules of Professional Conduct, may terminate representation in this matter if, in their judgment: (a) further proceedings would be frivolous, unreasonable, moot, or groundless; (b) plaintiff(s) do not fully cooperate in the Action; (c) continued representation or sponsorship would constitute an ethical violation; (d) there is any other reason which would justify withdrawal under the relevant rules of professional conduct; or (e) they cannot agree to a major decision (such as settlement). A withdrawal can occur only after the withdrawing party has given sufficient notice to all other Co-counsel to ensure an opportunity to resolve the issues and ensure sufficient staffing and resources to support the litigation.

In order to withdraw because of a disagreement over a major decision the party requesting to withdraw must provide all other parties with advance notice of the intent to withdraw prior to the parties finalizing the major decision.

The withdrawal of any Co-counsel from the Action shall result in the dissolution of this Agreement as it pertains to that party except that the withdrawing Co-counsel shall remain responsible for their pro rata share of Costs incurred to date in the Litigation and shall continue to be bound with respect to all relevant Rules of Professional Conduct such as privilege and confidentiality, and to the publicity obligations set forth in this Agreement.

_____	_____
Date	ACDL
_____	_____
Date	Association
_____	_____
Date	Law Firm