[Date]

[Name of Lead Counsel/Firm]
[Address]
[City, State, Zip]

RE: Co-Counsel Association Agreement
Case Name: [Case Name/Caption]
Matter Number: [Matter Number]

Dear [Lead Counsel Name],

This letter sets forth the terms and conditions under which **[Your Law Firm Name]** ("Associated Counsel") will associate with **[Lead Counsel Firm Name]** ("Lead Counsel") in the representation of **[Client Name]** ("Client") regarding the above-referenced complex litigation matter.

1. Scope of Representation
The parties agree to provide legal services to the Client in connection with [brief description of litigation]. Associated Counsel's role shall include, but is not limited to: [List specific duties, e.g., discovery oversight, technical motions, or local counsel duties].

2. Division of Labor and Responsibility
Lead Counsel shall have primary responsibility for the management of the litigation and communication with the Client. Associated Counsel shall perform tasks as mutually agreed upon or as assigned by Lead Counsel. Both firms shall maintain professional responsibility for the representation.

3. Fee Arrangement and Allocation
The Client has entered into a fee agreement providing for [Contingency/Hourly/Flat Fee]. The legal fees earned in this matter shall be divided as follows:
- Lead Counsel: [Percentage]%
- Associated Counsel: [Percentage]%
This division is in proportion to the services performed or by written agreement where each firm assumes joint responsibility for the representation.

4. Costs and Expenses
All out-of-pocket litigation costs (e.g., filing fees, expert witnesses, travel) shall be [advanced by Lead Counsel / shared pro-rata]. Both firms shall maintain detailed records of all expenses incurred.

5. Client Consent
As required by the Rules of Professional Conduct, the Client must be advised of this association and must consent in writing to the participation of both firms and the specified division of fees.

6. Professional Liability Insurance
Both Lead Counsel and Associated Counsel represent that they maintain professional liability insurance policies applicable to the services rendered in this matter.

7. Termination
Either firm may withdraw from this association upon reasonable notice, subject to court approval if necessary and the continued protection of the Client's interests.

Please indicate your agreement to these terms by signing below.

Sincerely,

[Your Name]
[Your Law Firm Name]

AGREED AND ACCEPTED:

_____
[Lead Counsel Name]
Date: _____

CLIENT CONSENT:

I, [Client Name], hereby consent to the association of the above-named law firms and the division of fees as set forth in this agreement.

_____
[Client Signature]
Date: _____