



## **JOINT REPRESENTATION AGREEMENT**

This is a Joint Representation Agreement ("Agreement") between the law firm of CUMMINGS, McCLOREY, DAVIS & ACHO, P.L.C., located at 17436 College Parkway, Livonia, MI 48152, (referred to as "we", "us" and/or "CMDA"), and COUNTIES OF ANTRIM, CHARLEVOIX, CHEBOYGAN, EMMET, KEWEENAW, OTSEGO, AND ROSCOMMON, (referred to as "you", "Client" and/or "Clients"). The purpose of this Agreement is to clarify and confirm the scope of the Agreement and the nature of the services CMDA will render, and memorialize our relationship and responsibilities in writing, in order to avoid misunderstandings in the future. This Agreement is a contract, so please read it carefully, and ask any questions you might have before signing. By signing below as "Clients," you and CMDA agree to the following terms:

### **Scope of Agreement**

IT IS HEREBY AGREED that the undersigned Clients retain the law firm of CUMMINGS, McCLOREY, DAVIS & ACHO, P.L.C. to represent and counsel said Clients in all legal matters relating to or arising out of the lawsuit, *Daunt v Benson, et al*, pending in the United States District Court for the Western District of Michigan, Case No. 1:20-cv-522. Nothing in this Agreement and nothing in attorney's statements to Clients will be construed as a promise or guarantee about the successful outcome of these matters and are only expressions of opinion.

### **Acknowledgment and Limitations of Joint Representation**

Clients understand that this matter is being undertaken as joint representation which, may result in tactical advantages, convenience, efficiency, and/or reduced legal expense. However, in a joint representation, there is no attorney-client privilege between communications between or among the Clients or with CMDA in any dispute between or among the Clients or by any of the Clients with CMDA. In other words, CMDA cannot keep confidential from one Client the communications another Client may make during the course of the joint representation. This should not be construed to assume that CMDA will advise each Client of the substance of every communication received by CMDA from any of the Clients. You acknowledge and agree that one Client may direct us to keep confidential a secret from the other Client which, we may not be able to share with the other Client(s). By signing this Agreement, you agree to allow such confidential information to be kept a secret if directed by the disclosing Client.

The request that we represent each of you in connection with the defense of the lawsuit reflects the determination by each of you that there is a mutuality of interest in a common 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 CMDA cannot be an advocate for you against the other. Our effort will be to assist each of you in the defense of the lawsuit.

### **Conflicts of Interest**

By signing this Agreement, Clients waive potential or actual conflicts of interest arising from such joint representation and acknowledge that, if any actual dispute arises between or among the Clients concerning the subject of the joint representation, absent further consent from each of the Clients, CMDA may be required to withdraw, as counsel to one or more or all of the Clients. If we withdraw, a Client who then is required to or does engage independent counsel may incur legal costs (i.e., new counsel) that would be avoided by separate representation throughout this matter. CMDA will notify you in the event we intend to withdraw completely from the representation of any Client in the matter. Your signature below indicates your consent to CMDA's representation of the Clients in this matter, and each Client agrees not to assert



any conflict of interest or seek to disqualify CMDA from representing one or more of the Clients despite any adversity between the interests of the Clients that may arise.

### **Common Interest**

Clients have concluded that it is in each of their individual and mutual best interests to share certain information with each other and with their attorneys in writing or orally. These communications may include but are not limited to written communications, the disclosure of documents, factual and legal analysis, summaries, and memoranda, opinions, legal strategies, joint meetings between the Clients, their representatives, employees, or attorneys.

### **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 CMDA provides 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 an hourly rate of \$195.00 for the attorneys, and an hourly rate of \$95.00 for paralegals.

The specified attorney fee applies to all services of an attorney, including, but not limited to, travel time, preparation, investigation, drafting of documents, legal research, correspondence, emails, telephone and/or office consultations and conferences with client(s) or other persons, matters which require court appearances, including, but not limited to, such services as attendance at depositions, motions, pretrial conferences, hearings, and trial.

The fees for the type of work envisioned are significantly influenced by the criteria for reasonableness specified by the applicable Rules of Professional Conduct and the American Bar Association Code of Professional Responsibility which include the time and labor required for the tasks performed; the difficulty, novelty, or complexity of the program presented; the skill required to perform the tasks in a professional manner; the nature of the matter; the fees customarily charged for similar services; and the nature of the results obtained for the client.

In addition to the above attorney fee, the undersigned Clients agree to advance all costs incidental to the retention of CMDA, including, but not limited to filing fees, service of process fees, discovery, investigations, and travel expenses. CMDA also charges for postage, photocopying, facsimiles, long distance telephone calls, mileage, parking, computerized legal research, and out-of-pocket expenses incurred on behalf of Clients. Some costs and fees may be forwarded directly to Clients for payment by Clients.

The ultimate amount of fees and costs will depend on the nature and complexity of the case. It cannot be precisely estimated or determined in advance what amount of attorneys' time will be expended or what amount of costs will be incurred in completing this matter.

Clients acknowledge that CMDA has explained the impact of the Discovery Rules on its obligations to the litigation process. Clients recognizes that the Rules require a great deal of discovery be conducted in the first few months of a litigated matter. Clients are further advised that these Rules demand complete



Client cooperation with the discovery process. Clients and CMDA may be subject to severe monetary sanctions by the court in the event that the court deems that the client and/or the attorney are not cooperating in the discovery process, and other procedural matters, and Clients expressly agree to do whatever CMDA deems necessary and required in order to avoid these sanctions.

Clients further acknowledges that alternative dispute resolution methods may be ordered by a court under appropriate circumstances, or the attorney may recommend such as an option to litigation, where mediation, facilitation or arbitration may be advisable.

Attorney fees and costs will be billed to Clients in accordance with the billing frequency noted on page 2 of this Agreement; payment is due within forty-five (45) days of invoice date. Payment is accepted in the form of cash, check, money order, and Visa and Mastercard. Client will be charged a \$35.00 (Thirty - Five) Dollar fee for each returned check.

Client is responsible for contacting CMDA's Billing Department immediately with any questions or concerns regarding an invoice. Any claims of errors or discrepancies in the billings must be submitted to CMDA within fourteen (14) days of receiving a bill. Otherwise, all such objections are deemed waived and the account will become stated.

All unpaid accounts shall bear simple interest at a rate of 0.5833% per month (7% per year) on any unpaid balance after fourteen (14) days.

The undersigned Client(s) specifically authorizes CMDA to withdraw as counsel for the undersigned Client(s) in the event that the Client does not satisfy all obligations to CMDA, including the prompt payment of attorney fees and related costs. In the event CMDA is substituted or discharged, the undersigned Client(s) shall pay all attorney fees, plus all costs incurred prior to substitution or discharge.

An Attorney Charging Lien and Retaining Lien is hereby recognized and acknowledged, in addition to all other creditor's remedies. Despite the Client's instruction to terminate further legal services, dismissal or withdrawal by counsel on a pending case is in the discretion of the Court and may require further legal services by the attorney for which the Client shall remain liable.

### **Billing Arrangement**

IT IS HEREBY AGREED that payment for services billed under this Agreement shall be divided equally among the Clients based upon the hourly rate noted on page 2 of this Agreement. As such, each Client will be billed its portion of the bill for services rendered on a monthly basis.

### **Withdrawal**

Any Client may withdraw from this Agreement at any time for any reason, upon written notice to CMDA. The Agreement shall remain in effect as to all other Clients, who shall continue to be governed by this Agreement.

### **Miscellaneous Provisions**

This Agreement shall be governed in all respects by the laws of the State of Michigan. In the event CMDA brings a lawsuit for collection of unpaid fees and/or costs, Client will pay for all costs of collection, including, but not limited to, reasonable attorney fees, along with filing fees and other taxable costs as may be allowed by the courts.



The Client(s) signature below indicates full understanding of the terms and conditions of this Joint Representation Agreement.

ANTRIM COUNTY

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

Date: \_\_\_\_\_

CHARLEVOIX COUNTY

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

Date: \_\_\_\_\_

CHEBOYGAN COUNTY

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

Date: \_\_\_\_\_

EMMET COUNTY

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

Date: \_\_\_\_\_

KEWEENAW COUNTY

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

Date: \_\_\_\_\_



OTSEGO COUNTY

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

Date: \_\_\_\_\_

ROSCOMMON COUNTY

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

Date: \_\_\_\_\_

ACCEPTED:

CUMMINGS, MCCLOREY, DAVIS & ACHO, P.L.C.

\_\_\_\_\_  
By: Haider A. Kazim

Date: \_\_\_\_\_