

3 required field(s)
remaining

Start

Amount Recovered is less than the Expenses, the Client will have no responsibility to repay the Firm for the difference.

4. AMOUNT RECOVERED

The "Amount Recovered" is defined as the gross recovery or total amount paid or received concerning the Claims whether by settlement, mediation, arbitration award, judgment, or otherwise, before deducting any Expenses, taxes, or liens.

If there is an Amount Recovered, the Attorney's Fee shall be paid to the Firm at the following time, whichever is earlier: (a) no later than the time when payment is made to the Client or (b) the earliest time when payment is offered or otherwise made available to the Client. (For example, if the Client decides to receive installment payments or a structured settlement rather than a lump sum amount, or if the Client elects to defer payment into a later year, the Firm will nonetheless have the option of receiving the Firm's payment in a lump sum at the earliest time such amount is otherwise available to the Client).

The Amount Recovered may be in the form of money or non-monetary proceeds which includes, but is not limited to, the provision of benefits or other forms of compensation, recovery on insurance, stock, stock options, real property, costs as taxed on a judgment (including interest), and any other item of value. To the extent the Amount Recovered includes items of value that are not cash, the Client agrees that the Firm has the option of receiving all or some of the Attorney's Fee in the form of either the item of value or its cash equivalent.

The following or similar items are not considered Expenses: liens, assignments, and claims in favor of hospitals, medical care, and mental health treatment, and reimbursements to self-insurers or insurance carriers. If applicable, such items will be paid from Client's net share of the Amount Recovered.

The Client agrees that the Amount Recovered will be paid directly to the Firm and deposited in the Firm's client trust account from which the Firm may immediately deduct the Attorney's Fee and any Expenses and then distribute to the Client, **no sooner than ten business days after receipt**, the Client's portion of the Amount Recovered. In addition, to the extent applicable, feasible, and permissible, and at the Firm's sole election, the Firm may receive the Attorney's Fee either in an immediate lump sum, in future periodic payments, or in any combination of a lump sum and future periodic payments. The Client agrees to cooperate with the Firm by endorsing and executing any documents required to achieve this outcome. The Firm's right to collect payment of its Attorney's Fee cannot be otherwise assigned, transferred, pledged, or encumbered. Neither the Client nor the Firm

