

3 required field(s)

Start

remaining

The Client may be represented by independent counsel at the arbitration.

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The Firm shall take no role whatsoever in the arbitration other than to provide the arbitrator(s) with neutral and objective information and copies of documents and other requested material. The Firm cannot represent any client in the arbitration, cannot provide advice to any client concerning the outcome of the arbitration, and cannot render any opinion regarding any such outcome.

The Clients participating in arbitration shall share equally in the costs of the arbitration, and the Firm is authorized to compensate the arbitrator(s) from the clients' recovery in the case.

The Client confirms that he or she has read and understands this section and voluntarily agrees to binding arbitration. In doing so, the Client is voluntarily giving up important constitutional rights to trial by judge or jury, as well as rights to appeal the arbitration decision. The Client may consult with an independent lawyer of the Client's choice to review these arbitration provisions, and this entire agreement, prior to signing this Agreement.

8. COST SHARING

The Firm is authorized to incur Expenses (as defined and provided in the Legal Services Agreement between the Firm and the Client) for the prosecution of each of their clients' cases as they deem reasonable, necessary, and appropriate.

Each client is responsible for Expenses incurred in the prosecution of his or her case as reflected in the Legal Services Agreement between each client and the Firm. The Client understands that some Expenses will be jointly incurred by the Firm for the benefit of some or all Clients, and as to those Expenses, each benefiting client will be responsible for that client's proportionate share of such Expenses.

"Joint Expenses" are those Expenses that benefit more than one client to a significant degree. For example, many filing fees and depositions costs are Joint Expenses that will often significantly benefit each client who is joined together in the same case.

"Individual Expenses" are those Expenses that benefit only one client or one client to a significant degree. For example, the cost to obtain the records of a particular client and the cost of a client's deposition are Individual Expenses that will often significantly benefit only one client.

The Firm shall make an initial allocation of all Expenses, including whether an Expense is Joint or Individual and, if Joint, whether it will be shared by all Clients or some clients. A client may object to an allocation. If the Firm and the client(s) cannot agree on the allocation of Expenses, the client may request, and the Firm will agree to, mediation. This paragraph does not waive any right any client may have to a judicial accounting.

9. CONFIDENTIALITY

In the course of any case, some of the Firm's jointly represented Clients may need to meet and communicate with the Firm either individually or in a group. The Client understands that such communication is highly confidential and that any breach of confidentiality can prejudice other

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