

3 required field(s)
remaining

Start

The Client and the Firm agree that it is generally desirable to conduct settlement negotiations for each individual client and will endeavor to do so with each client's case negotiated separately—based on its own unique strengths and weaknesses—and not linked to the settlement of any other client's case.

No client may interfere with any other client's right to settle. The Client recognizes, however, that it is possible that an aggregate settlement might be in every Clients' interest, with a single lump sum fund shared by all Clients, or a joint-fund settlement with a lump sum shared by two or more Clients. Any two or more Clients may agree to enter into a joint-fund settlement. Neither an aggregate settlement nor a joint-fund settlement may be imposed upon any client. Any one client may choose to take his or her case to trial even though every other client chooses to settle in advance of trial. The Client understands that each client has the power and right to prevent an aggregate settlement that would settle the Client's claim.

In the event of an aggregate or joint-fund settlement, the participating Clients may decide among themselves as to how the fund shall be allocated. An allocation may not be imposed on any client, except by Arbitration under Section 6 of this Agreement. The Firm shall have no role whatsoever in the allocation decision and cannot represent any client, including Client, in that process. The Client and the other Clients may, however, be represented by other counsel. If the participating Clients cannot decide upon an allocation, the allocation decision shall be submitted to final and binding arbitration as provided in Section 6 of this Agreement.

7. ARBITRATION

In the event that arbitration as provided for in this agreement is necessary, it shall be conducted as follows:

Except as provided below, the arbitrator shall be chosen at random from a list of qualified mediators. If the first name declines to serve, the second name shall be the chosen arbitrator. If he or she declines to serve, the third name drawn shall be the chosen arbitrator.

The Clients in arbitration may determine, by a two-thirds vote, to have the arbitration conducted by a panel of three arbitrators whose decisions shall be made by a majority of the panel. In such a situation, six names shall be chosen at random from a list of qualified mediators with the first three names becoming the arbitration panel. If any of the first three names declines to serve, an additional name shall be selected at random from the list of qualified mediators.

The form and rules governing the arbitration shall be at the sole discretion of the arbitrator(s). The decision of the arbitrator(s) will be final and cannot be appealed, except for misconduct by the arbitrator(s).

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

