

3 required field(s)
remaining

Start

parking, mileage, transportation, airfare, meals and incidentals, and hotel costs; investigation expenses; consultants, expert witness, professional mediator, arbitrator and/or special master fees; postage (at cost); and computerized legal research. Expenses also include the cost of retaining specialized legal counsel necessary for the Firm to pursue the Client's Claims including, for example, bankruptcy counsel and trusts and estates counsel.

Expenses also include the cost of investigators, consultants, and expert witnesses. The Firm will select the expert witnesses, consultants, and investigators, and notify the Client of the individuals or firms hired and, where feasible, an estimation of their charges.

If there are multiple ongoing and potential future cases concerning the Claims, the Client acknowledges that the Firm may retain some or all of the Amount Recovered in one case in order to pay past and current Expenses as well as retaining funds for future Expenses.

8. AWARDS OF ATTORNEY'S FEES, COSTS, LITIGATION EXPENSES, AND SANCTIONS

Notwithstanding any other provision in this Agreement whether express or implied, the Client agrees that any award of attorney's fees or Expenses, whether by settlement, mediation, arbitration award, judgment, or otherwise, belongs exclusively to the Firm. The receipt of awarded attorney's fees or Expenses will be credited against the total amount owed by the Client under this Agreement.

Therefore, the Client agrees that the attorney's fees and Expenses payable to the Firm pursuant to this Agreement shall be the greater of: (i) the amount otherwise owed to the Firm under this Agreement; or (ii) the amount of the awarded attorney's fees and Expenses.

The Client agrees that any attorney's fees or Expenses awarded as part of discovery or other extraordinary motion practice or sanctions proceedings is not considered part of the Amount Recovered and belongs exclusively to the Firm as additional compensation for extraordinary time and effort.

NOTE: If an award of attorney's fees or Expenses is received or sought on the Client's behalf, the Client understands that the amount awarded is the amount the court, mediator, or arbitrator believes the party is entitled to recover. This does not determine the amount of attorney's fees or Expenses the Firm is entitled to charge the Client, or that only the attorney's fees and Expenses which are awarded are reasonable.

9. CLIENT APPROVAL NECESSARY FOR SETTLEMENT

The Client has the right to accept or reject any settlement or compromise of the Claims. The Firm will not settle or compromise any of the Claims without the Client's prior approval. Once the Client agrees to a settlement, the Client authorizes the Firm and grants the Firm a limited power of attorney