



3 required field(s)
remaining

Start

2. JOINT REPRESENTATION

The Client consents to the Firm representing others who have claims which are similar or identical to the Client's Claims, including others who have claims against one or more of the same defendants as Client. The Client authorizes the Firm to disclose any Client's pseudonym to the other Clients.

3. JOINT PROSECUTION

The Client consents to Client's claims being joined with those of other Clients in one or more lawsuits, actions, or claim resolution processes.

4. CONFLICTS WAIVER

The Client acknowledges that the Firm may represent others who have claims against one or more of the same defendants as Client. The Client waives any conflicts of interest that may arise in this situation, including any conflict that could result from Client and the Firm's other clients each pursuing a financial recovery from one or more of the same defendants. The Client also recognizes that circumstances might arise in which the Firm may be prevented or disqualified from representing the Client in a particular case or cases. The Firm will promptly inform the Client of any such situation that may require such withdrawal. By signing below, the Client acknowledges these risks and consents to such waiver and withdrawal.

Furthermore, in the event the Client at any time and for any reason elects to discontinue its engagement of the Firm, or if an adverse relationship arises between the Client and any of the Firm's other clients, the Client acknowledges and agrees that the Firm may continue without restriction to represent the Firm's other clients in any and all matters, including those that arise from or relate to any case, including the case in which the conflict(s) arose.

5. DECISION MAKING

The Client understands that many of the decisions during the course of the representation are tactical and will be made by the Firm. On occasion, decisions will need to be made jointly by the Client and the Firm's other clients. Certain other decisions will be made by each of the individual clients in consultation with the Firm. Client understands that he or she will always retain the authority to decide whether to settle or otherwise resolve his or her individual claim.

6. SETTLEMENT STRATEGY AND COMMON FUND SETTLEMENT

The Client understands that it is unlikely that any two cases will have the same value, either for settlement or at trial. Every case has different facts, strengths, weaknesses, and risks, and the Client understands that at trial or in settlement negotiations, the Firm, in consultation with its clients, may assign a value to each client's claim and is likely to assign a higher value to some claims than to others. The Client understands that a judge, a bankruptcy judge, a bankruptcy trustee, a jury, or any neutral third party who helps resolve the Client's case might, for purposes of convenience, minimize the differences among different plaintiffs. Moreover, for purposes of settlement, defendants might do the same.

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

