



SETTLEMENT SUMMARY SHEET

Claimant: Please complete Parts A, B and D and initial this Schedule A where indicated at the end of this Schedule (see page 4 below).

Attorney: Please complete Part C and initial this Schedule A where indicated at the end of this Schedule (see page 4 below).

Part E will be completed by Modeso.

Part A: Claimant and Claim Related Information:

1. Personal Information

Claimant: _____ Social Security or Federal Tax Identification Number: _____
Address: _____
Social Security Number of Claimant's Principal(s):* _____
Telephone Number: _____
Date of Birth: _____ Marital Status: _____
Spouse's Name: _____

* If Claimant is an entity, please provide the Social Security Number of Claimant's principal owner(s) or executive officer(s).

2. Any other addresses at which Claimant has resided during the previous three years:

3. Other Names used by Claimant or by which Claimant is known or has been known during the previous five years:

4. Defendant: _____

5. If different from Defendant, name of insurance company responsible for paying the Settlement Amount:

6. Defendant/Insurance Company Claim No. _____

7. Insurance Company Adjustor Name:* _____

Insurance Company Adjustor Telephone Number:* _____

8. Defendant/Insurance Company Attorney Name:* _____

Defendant/Insurance Company Attorney Telephone Number:* _____

* Modeso may use this information to contact the Insurance Company Adjustor and/or Defendant/Insurance Company Attorney if, and only if, Modeso has not received the Assignment Amount within ___ days of the Settlement Date.

9. Settlement Date: _____

10. Settlement Amount: _____ Dollars (\$ _____)

11. Net Payment*: _____ Dollars (\$ _____)

* Equals the net amount payable to Claimant out of the Settlement Amount, after deduction by Attorney for all fees payable to Attorney in respect of the Claim (including, without limitation, Attorney's contingency fee) and all Attorney disbursements and other reimbursable expenses in connection with the Claim to be reimbursed to Attorney (whether on Attorney's own behalf or on behalf of one or more third-party providers).

12. Assignment Amount: _____ Dollars (\$ _____)

Part B: Claimant Questionnaire:

Please answer the following questions (entities please provide responses for Claimant's principal owner(s) or executive officer(s) as well as Claimant):

1. Have you ever been or are you currently involved in a bankruptcy, insolvency or receivership proceeding?

Yes No

If yes, please state docket number of the proceeding and court where the proceeding is being/was held:

2. Do you have any plans or intention to file for bankruptcy in the near future?

Yes No

3. If you answer yes to any of the following questions, please provide appropriate detail on the attached Schedule B (Schedule of Liens):

a. Are there any outstanding judgments against you?

Yes No

b. Are there any outstanding Internal Revenue Service or State Tax Liens against you?

Yes No

c. Are there any liens of the following types against you (please check all that apply):

- No-Fault Liens Medicaid Liens Liens of Medical or Paramedical Service Providers
- Liens of Attorneys Workers Compensation-Related Liens Disability Liens
- Social Security Liens Tax Liens or other Liens of Governmental or Regulatory Authorities Railroad Retirement Liens
- Liens Relating to Obligations of Spousal Support or Child Support Welfare or Department of Social Services Liens Any other Liens

4. Does any attorney or law firm, other than the Attorney referenced in this Agreement, have any interest in the Settlement Amount or any right to payment of any portion of the Settlement Amount?

- Yes No

If yes, please provide the name of the attorney and describe the nature and amount of the interest or right to payment:

Part C: Attorney Information:

1. Contact and Related Information

Name of Firm: _____	Federal Tax Identification Number: _____
Name of primary Attorney(s) at firm representing Claimant in connection with Claim: _____ _____	Attorney's File No. for Claim: _____
Address: _____ _____	Nature of Firm (e.g. LLP, professional corporation): _____
Telephone Number: _____	Jurisdiction of Formation of Firm: _____
Telecopier Number: _____	Professional Liability Carrier: _____
Email Address: _____	Limits of Liability: _____

2. Attorney's Fees in connection with the Claim (including all contingency and other fees, but excluding reimbursable expenses):

_____ Dollars (\$ _____)

Part D: Form of Payment Election:

- Claimant elects to receive payment of the Consideration by check.
- Claimant elects to receive payment of the Consideration by wire transfer into the account referenced below (a charge of \$25 for such wire transfer shall be deducted from the Consideration by Modeso).

Attorney's Escrow or Trust Account Information (complete if payment by wire transfer is elected):

Bank: _____ ABA No.: _____

Account Name: _____ Account No.: _____

Reference: _____

TO BE COMPLETED BY MODESO

Part E: Assigned Amount & Consideration:

1. Assigned Amount: _____ Dollars (\$) _____
representing _____ percent (____%) of the Settlement amount
(may not exceed the percentage of the Settlement Amount represented by the Net Payment).
2. Consideration: _____ Dollars (\$) _____

Parties' Initials. The Parties hereby acknowledge their review of Parts A through E of this Schedule A as completed by the appropriate parties:

Claimant: _____ Attorney: _____ Modeso: _____

SCHEDULE OF LIENS

Part 1: Claimant Liens.

The Claimant's interest in the Claim is subject to the following claims, liens and/or other encumbrances (collectively, "Liens"):

<i>Lienholder</i>	<i>Value of Lien</i>	<i>Description of Lien</i>
_____	\$ _____	_____
_____		_____

_____	\$ _____	_____
_____		_____

_____	\$ _____	_____
_____		_____

Part 2: Attorney Liens.

The fees payable to Attorney in respect of the Claim are subject to the following claims, liens and/or other encumbrances (collectively, "Liens"):

<i>Lienholder</i>	<i>Value of Lien</i>	<i>Description of Lien</i>
_____	\$ _____	_____
_____		_____

_____	\$ _____	_____
_____		_____

SCHEDULE OF DISBURSEMENTS

The following disbursements and other expenses are to be reimbursed to Attorney (whether on Attorney's own behalf or on behalf of one or more third-party providers) out of the Settlement Amount:

<i>Disbursement/Expense</i>	<i>Amount</i>
<hr/> <hr/>	\$ _____
<hr/> <hr/>	\$ _____
<hr/> <hr/>	\$ _____
<hr/> <hr/>	\$ _____
<hr/> <hr/>	\$ _____
<hr/> <hr/>	\$ _____
<hr/> <hr/>	\$ _____
<hr/> <hr/>	\$ _____
<hr/> <hr/>	\$ _____
Total	\$ _____

ASSIGNMENT OF SETTLEMENT AGREEMENT

This ASSIGNMENT OF SETTLEMENT AGREEMENT (including all Schedules hereto, this “Agreement”) is made and entered into as of _____, 200__, by and among Modeso LLC, a New York limited liability company (“Modeso”), and the “Claimant” and “Attorney” identified on the Settlement Summary Sheet attached hereto as Schedule A (the “Summary Sheet”).

The parties, intending to be legally bound, hereby agree as follows:

1. (a) Claimant and Attorney each hereby represents and warrants to Modeso that: (i) Claimant and the defendant, insured, insurer and/or self-insured party identified as the “Defendant” on the Summary Sheet (the “Defendant”) have entered into a binding agreement to settle the claim of Claimant against Defendant described on the Summary Sheet (the “Claim”) for the Settlement Amount set forth on the Summary Sheet (the “Settlement Amount”); (ii) Attorney has represented Claimant in connection with the Claim; and (iii) the net amount payable to Claimant out of the Settlement Amount, after deduction by Attorney for all fees payable to Attorney in respect of the Claim (including, without limitation, Attorney’s contingency fee) and all Attorney disbursements and other reimbursable expenses in connection with the Claim to be reimbursed to Attorney (whether on Attorney’s own behalf or on behalf of one or more third-party providers) is equal to the Net Payment set forth on the Summary Sheet (the “Net Payment”). Attorney hereby represents and warrants to Modeso that Attorney has complied with all applicable laws and rules of ethic and professional responsibility governing Attorney’s conduct in connection with this Agreement, including making any and all disclosures required by said laws and rules to Claimant, and Attorney assumes full responsibility for Attorney’s compliance with any and all said laws and rules.

(b) Claimant hereby absolutely sells, transfers and assigns to Modeso, effective as of the date hereof, all of its right, title and interest in and to the portion of the Settlement Amount set forth on Part E of the Summary Sheet (the “Assigned Amount”), which represents a percentage of the Settlement Amount equal to the percentage set forth on Part E of the Summary Sheet (the “Assigned Percentage”), and the right to receive the Assigned Amount. The Assigned Percentage shall not exceed the percentage of the Settlement Amount represented by the Net Payment. **Claimant hereby acknowledges that this Section 1(b) constitutes an absolute transfer and assignment of its rights to the Assigned Amount and is not to be deemed to be a loan by Modeso to be repaid out of the Assigned Amount.**

(c) In consideration of Claimant’s sale, transfer and assignment to Modeso of its right, title and interest in and to the Assigned Amount and the right to receive the Assigned Amount, and in reliance on the representations and warranties of Claimant and Attorney set forth in Section 6, Modeso hereby agrees to pay to Attorney on behalf of Claimant, the amount specified as consideration on the Summary Sheet (the “Consideration”). The Consideration shall be paid to and in the name of Attorney for the benefit of Claimant by Modeso by check or by wire transfer in accordance with the election made by Claimant on the Summary Sheet. Claimant acknowledges that if payment by wire transfer is elected, the Consideration shall be reduced by a \$25.00 processing fee for such wire transfer.

(d) Modeso acknowledges and agrees that Attorney is making no assignment hereunder of any fees payable to Attorney in respect of the Claim (including, without limitation, Attorney’s contingency fee). Attorney shall be entitled to deduct and retain from all payments from Defendant or its agents, insurers or representatives in respect of the Settlement Amount: (i) all such fees; and (ii) all Attorney disbursements and other reimbursable expenses in connection with the Claim to be

reimbursed to Attorney (whether on Attorney's own behalf or on behalf of one or more third-party providers).

2. Within three days after the execution of this Agreement by all parties and completion by Claimant and Attorney of the Summary Sheet and Schedules B and E hereto, and review by Claimant and Attorney of Part E of Schedule A, as completed by Modeso, Modeso shall deliver to Attorney for the benefit of Claimant the amount of the Consideration in the manner of payment elected pursuant to Section 1(c).

3. Claimant hereby acknowledges and agrees that all costs and expenses associated with the Claim and any litigation or other proceeding with respect thereto shall be funded out of the Consideration or from other funds not constituting any Assigned Payment (as defined in Section 4(a)) or portion thereof. The gross amount of all Assigned Payments shall be transferred to Modeso in accordance with Section 4(a) without deduction for any costs or expenses (including, without limitation, the costs or expenses described above or any costs or expenses relating to any liens to which Claimant or the Settlement Amount may be subject).

4. (a) Claimant and Attorney shall cause a percentage of all payments from Defendant or its agents, insurers or representatives in respect of the Settlement Amount equal to the Assigned Percentage (any such percentage payment, an "Assigned Payment") to be immediately deposited into an escrow account or trust account, as applicable, maintained by Attorney (the "Escrow Account"). Upon clearance of the Assigned Payment in the Escrow Account, Attorney shall immediately cause the full amount of such Assigned Payment to be transferred to Modeso by Attorney's escrow check drawn on the Escrow Account payable to "Modeso LLC."

(b) Claimant hereby appoints Attorney its true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for Claimant and in Claimant's name, place and stead, in any and all capacities, to take all such actions, and execute all such agreements and other documents as Attorney may deem necessary or advisable in order to: (i) receive, endorse and deposit into the Escrow Account all Assigned Payments; and (ii) transfer all Assigned Payments to Modeso in accordance with Section 4(a). The power of attorney granted pursuant to this Section 4(b): (A) shall not be affected by the subsequent disability or incompetence of Claimant; and (B) shall be deemed to be coupled with an interest, shall be irrevocable, shall survive and not be affected by the dissolution, bankruptcy or legal disability of Claimant and shall extend to Claimant's successors and assigns. If required, Claimant shall execute and deliver to the Attorney, promptly following its receipt of a request therefor, such further designations, powers of attorney or other instruments as Attorney shall reasonably deem necessary for purposes of exercising the power of attorney granted pursuant to this Section 4(b).

(c) Claimant and Attorney each hereby agrees and acknowledges that any Assigned Payment received by it shall be the exclusive property of Modeso and that such Assigned Payment shall be held by Attorney for the benefit of Modeso as escrow agent for Modeso. Modeso hereby appoints Attorney its true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for Modeso and in Modeso's name, place and stead, in any and all capacities, to take all such actions, and execute all such agreements and other documents as Attorney may deem necessary or advisable in order to: (i) receive, endorse and deposit into the Escrow Account all Assigned Payments; and (ii) transfer all Assigned Payments to Modeso in accordance with Section 4(a). The power of attorney granted hereby shall be revocable upon written notice to Attorney from Modeso. From time to time, Modeso may request the Attorney to provide, and the Attorney shall promptly provide to Modeso upon any such request, status of the Claim and of any payments of the Settlement Amount and any other matters reasonably related to Modeso's receipt of the Assigned Amount hereunder.

(d) Notwithstanding anything to the contrary in this Agreement, Modeso agrees that: (i) Attorney shall not be obligated to transfer to Modeso any amount in excess of the aggregate Assigned Payments actually received by Attorney; and (ii) Attorney shall not be personally liable to Modeso in the event such actual Assigned Payments are less than the Assigned Amount. Notwithstanding anything to the contrary in this Agreement, Modeso agrees that, subject to Section 7 and provided that Claimant shall have taken no action to forgive any portion of the Settlement Amount or waive Defendant's obligation in respect of any portion thereof: (A) Claimant shall not be obligated to transfer to Modeso any amount in excess of the aggregate Assigned Payments actually received by Claimant and Attorney; and (B) Claimant shall not be personally liable to Modeso in the event such actual Assigned Payments are less than the Assigned Amount.

5. (a) Claimant and each of his, her or its heirs, legal representatives, trustees, estate and affiliates, as applicable (collectively, the "Claimant Releasers"), hereby release and forever discharge each of Modeso and its respective predecessors, successors, subsidiaries, affiliates and parent corporations, as applicable, as well as the present and past officers, present and past employees, agents, partners, shareholders, directors, attorneys, insurers, sureties, successors and assigns, as applicable, of each of the foregoing (collectively, the "Claimant Released Parties"), from any and all claims, demands, suits, liabilities, obligations, damages and judgments, in law or equity, known or unknown, including attorneys' fees related thereto (collectively, "Damages"), which, against the Claimant Released Parties, the Claimant Releasers have, had or may have at any time arising out of or in respect of the Claim and the Settlement Amount or any portion thereof.

(b) Attorney and each of his, her or its heirs, legal representatives, trustees, estate, partners and affiliates, as applicable (collectively, the "Attorney Releasers"), hereby release and forever discharge each of Modeso its respective predecessors, successors, subsidiaries, affiliates and parent corporations, as applicable, as well as the present and past officers, present and past employees, agents, partners, shareholders, directors, attorneys (other than itself), insurers, sureties, successors and assigns, as applicable, of each of the foregoing (collectively, the "Attorney Released Parties"), from any and all Damages which, against the Attorney Released Parties, the Attorney Releasers have, had or may have at any time arising out of or in respect of the Claim, and the Settlement Amount or any portion thereof.

6. (a) Claimant hereby further represents and warrants to Modeso that: (i) all information and responses to questions provided by it in Parts A, B and D of the Summary Sheet, and all information provided in Schedule B attached hereto, are complete and accurate; (ii) except as described in the Schedule of Liens attached hereto as Schedule B, provide all of the requested information and it holds valid and exclusive title to the Claim, free and clear of all claims, liens and encumbrances, including, without limitation, any no-fault liens, Medicaid liens, liens of medical or paramedical service providers, liens of attorneys, workers compensation-related liens, disability liens, social security liens, welfare liens, railroad retirement liens, judgment liens, tax liens or other liens of governmental or regulatory authorities, or liens relating to obligations of spousal support or child support; (iii) attached hereto as Schedule C is a true, complete and correct copy of Claimant's release of the party against whom it holds the Claim (the "Release"), which release, together with all other documents required by such party in connection with such release and settlement, has been approved and accepted by such party and by Defendant; (iv) pursuant to the Release, the Defendant is obligated to pay, and will pay, Claimant the full amount of the Settlement Amount in respect of the Claim; (v) Claimant has not filed, and does not contemplate filing for bankruptcy or protection under any federal or state bankruptcy, insolvency or receivership laws; and (vi) Claimant is not currently the subject of any federal or state bankruptcy, insolvency or receivership action or proceeding.

(b) Attorney hereby further represents and warrants to Modeso that: (i) all information and responses to questions provided by it in Part C of the Summary Sheet and Schedule E attached hereto, provide all of the requested information and are complete and accurate; (ii) attached hereto as Schedule C is a true, complete and correct copy of the Release which, together with all other documents required by such party in connection with such release and settlement, has been approved and accepted by such party and by Defendant; (iii) attached hereto as Schedule D is a true, complete and correct copy of Attorney's Retainer Agreement with Claimant in respect of the Claim, as executed by Attorney and Claimant; (iv) attached hereto as Schedule E is a complete and accurate list and description of all Attorney disbursements and other reimbursable expenses in connection with the Claim to be reimbursed to Attorney (whether on Attorney's own behalf or on behalf of one or more third-party providers) out of the Settlement Amount; and (v) the attorneys representing Claimant on behalf of Attorney are duly licensed to practice law and are admitted to and in good standing with the bar of each state for which such admission and good standing are required in connection with their representation of Claimant.

(c) Claimant and Attorney each hereby represent and warrant to Modeso that neither (i) the issuance of the full Settlement Amount from the Defendant, or any person or entity acting on the Defendant's behalf, nor (ii) Attorney's receipt and complete distribution of the full Settlement Amount, are subject to, or conditional upon, the review, approval, authorization, and/or order of any third-party, including but not limited to any court, judicial and/or administrative body (each and collectively, a "Third-Party Approval"). Claimant and Attorney each hereby represent and warrant to Modeso that (i) there are no impediments, arising either from any claims, liens or encumbrances or from any required Third-Party Approval, which would delay the issuance and/or disbursement of the full Settlement Amount, and, (ii) any and all liens, claims and encumbrances on the Claim and/or the Settlement Amount have been disposed of and will not delay the issuance and/or disbursement of the full Settlement Amount.

7. Claimant hereby agrees that it shall defend, hold harmless and indemnify each of Modeso and its respective officers, directors, agents, Affiliates successors and assigns (collectively, the "Indemnitees") from and against all Damages that any such person or entity may incur or be subjected to arising out of or based upon any breach by Claimant or Attorney of its representations and warranties hereunder. Notwithstanding the foregoing, the indemnification provided hereunder shall be contingent upon Claimant's receipt of reasonably prompt notice, information and assistance with respect to such claim or action and the defense or permissible settlement thereof from the Indemnitees seeking indemnification in respect thereof pursuant to this Section 7, but any such failure to provide prompt notice, information or assistance shall diminish the rights of the Indemnitees hereunder only to the extent that Claimant was actually prejudiced thereby.

8. All notices, consents, demands, and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered properly given or made when delivered to the recipient in person, by mail or by facsimile transmission: (a) if to Modeso, to: Modeso LLC, 76 Mamaroneck Avenue, Suite 22, White Plains, New York 10601; or in accordance with such other contact information as Modeso may have designated by notice in writing to the other parties; (b) if to Claimant, in accordance with the contact information set forth on the Summary Sheet, or in accordance with such other contact information as Claimant may have designated by notice in writing to Modeso; and (c) if to Attorney, in accordance with the contact information set forth on the Summary Sheet, or in accordance with such other contact information as Attorney may have designated by notice in writing to Modeso.

9. This Agreement shall terminate upon receipt by Modeso of the full amount of the Assigned Amount pursuant to Section 4(a); provided that the provisions of Sections 5, 7 and 12 shall survive the termination of this Agreement.

10. This Agreement contains the entire agreement, and supersedes all prior agreements and understandings, oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be changed, modified, extended or terminated except upon written amendment duly approved in writing by each of the parties.

11. This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective successors, permitted assigns, heirs and legal representatives. The rights and obligations of a party hereunder may not be transferred or assigned without the prior written approval of the other party and any such unapproved transfer or assignment shall be void and without effect.

12. All questions pertaining to the validity, construction, execution and performance of this Agreement shall be governed by and construed in accordance with the internal procedural and substantive laws of the State of New York applicable to agreements made and to be performed entirely within such State. Except as otherwise prohibited by applicable law, the parties hereby submit to the exclusive jurisdiction of the courts of the State of New York sitting in New York County in connection with the adjudication of any controversy or claim arising from, out of or relating to, this Agreement or the breach hereof. Each party hereby waives any objection it may now or hereafter have as to the venue of any proceeding brought in any such court in connection herewith or that any such court is an inconvenient forum. In the event of any dispute under or arising out of this Agreement, if Modeso is the prevailing party in such dispute, Modeso shall be entitled to recover, in addition to any damages and/or other relief that may be awarded, its reasonable costs and expenses (including reasonable attorneys' fees) incurred in connection with prosecuting or defending the subject dispute.

13. This Agreement may be executed in one or more copies, all of which constitute, and shall be construed as, a single instrument upon delivery and exchange of all copies by the parties. The exchange of copies of this Agreement and of signature pages hereto by facsimile transmission will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

THE PARTIES HAVE READ THE FOREGOING ASSIGNMENT OF SETTLEMENT AGREEMENT, UNDERSTAND THE MEANING OF SAME, AND FREELY AND KNOWINGLY, AFTER DUE CONSIDERATION, VOLUNTARILY ENTER INTO THIS AGREEMENT.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first written above.

Modeso LLC

By: _____

Name: _____

Title: _____

[Remainder of page intentionally left blank. Signatures of Claimant and Attorney appear on the following page]

CLAIMANT AND ATTORNEY EACH ACKNOWLEDGE READING THIS AGREEMENT (INCLUDING THE SUMMARY SHEET AND THE OTHER SCHEDULES HERETO) BEFORE SIGNING IT AND RECEIVING A FULLY COMPLETED COPY OF THIS AGREEMENT (INCLUDING THE SUMMARY SHEET AND THE OTHER SCHEDULES HERETO).

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first written above.

CLAIMANT:

ATTORNEY:

Name of Claimant

Name of Law Firm

Signature of Claimant

By: _____

Name: _____

Title: _____

STATE OF _____)

STATE OF _____)

COUNTY OF _____)

COUNTY OF _____)

Be it remembered that on this ___ day of _____, 200__ personally came before me the undersigned, a Notary Public in and for said State duly commissioned and sworn,

Be it remembered that on this ___ day of _____, 200__ personally came before me the undersigned, a Notary Public in and for said State duly commissioned and sworn,

_____,
party to the within and foregoing instrument, who is personally known to me or who has produced the following identification:

_____,
a _____
of _____,
party to the within and foregoing instrument, who is personally known to me or who has produced the following identification:

and who executed such instrument and acknowledged to me that s/he had the authority to execute same and did, in fact, execute the same. Given under my hand and seal of office the day and year aforesaid.

and who executed such instrument and represented to me that s/he had the authority to execute same and did, in fact, execute the same. Given under my hand and seal of office the day and year aforesaid.

NOTARY PUBLIC

NOTARY PUBLIC

My Commission Expires: _____

My Commission Expires: _____

[Attach Claimant Release]

[Attach Retainer Agreement]