

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL
LEAGUE PLAYERS' CONCUSSION
INJURY LITIGATION

No. 2:12-MD-02323-AB

MDL No. 2323

HON. ANITA B. BRODY

THIS DOCUMENT RELATES TO:
LIENS ASSERTED BY GREENLINK
SOLUTIONS, LLC

**LIEN RULES IMPLEMENTATION OPINION REGARDING GREENLINK SOLUTIONS,
LLC**

Around a hundred Claimants entered into agreements arranged by their attorney, Byron Cuthbert, purporting to assign the rights to recover proceeds against the Claimants' Monetary Awards to their medical providers. The medical providers, in turn, sold those rights to at least two third-party funding companies.

GreenLink Solutions, LLC ("GreenLink") is one of those companies. As the present holder of the assigned rights, it claims that the Monetary Award Fund must pay it before paying certain Claimants the balance of their Monetary Awards.¹ Calling these entitlements *liens*, it demands that they be recognized as such under Second 2.1(uu) of the Settlement Agreement. The Claims Administrator determined, to the contrary, that these asserted debts amount to prohibited assignments under Section 30.1 of the Settlement Agreement.

Now comes GreenLink, arguing the Claims Administrator was wrong to reject its entitlement to payment.² I received briefing from GreenLink, as well as Mr. Cuthbert (who takes no cognizable position on whether these are proper liens), David Langfitt, representing certain

¹ Specifically, GreenLink claims it is entitled to funds from Awards, whether ripe for payment or in the future, associated with SPIDs 260001260, 100012165, 950007603, 100009416, 100002745, 100009089, 100011956, 100000435, 100007913, 100002921, 100010229, 100005756, 100013792, 100008484, 100004635, 100006037, and 100006836.

² I resolve GreenLink's objection to the Claims Administrator's decision under my authority "to implement and administer the Class Action Settlement Agreement." ECF No. 11022, Order (Mar. 5, 2020). Additionally, this objection arises in part from the Rules Governing Attorneys' Liens, which were promulgated under the Special Masters' authority and approved by the District Court. ECF No. 12348-1.

Claimants,³ and Class Counsel. Mr. Langfitt and Class Counsel strenuously argue that these are not recognizable liens.

The arrangement between GreenLink, Mr. Cuthbert, Mr. Cuthbert's clients, and their medical providers worked, in a nutshell, like this:⁴

[T]he day they attended their MAF exam, Mr. Cuthbert arranged for his clients to sign a document titled "Assignment of Proceeds Lien for Medical Services." By that document, the relevant medical practice . . . asserted a "vested interest in (and the right of action against anyone responsible for medical expenses) [against] the proceeds of any judgement or settlement in the lawsuit or claim which I [the Claimant] am prosecuting to recover damages for my injuries. This assignment of proceeds lien is for current medical care and its related costs, as well as any future medical care."

The document further purported to authorize Mr. Cuthbert to "deduct immediately from the proceeds of any settlement and/or judgement, any and all amounts due and owing to [the neurologist's practice] without further authorization from me, and to forward these payments directly to [the neurologist's practice]." [. . .]

The medical practices next sold the right to recover against their patient to two funding companies—GreenLink and Marrick—while providing an "invoice" describing their fees. The funding companies by that document seemed to gain a right to collect against the patients. Mr. Cuthbert describes the sales price as [the medical provider's] "cash price," i.e., the price that he would charge a patient without medical insurance. By all accounts, both Claimants had medical insurance. There is no other record evidence about [any of the providers'] usual billing practices.

According to Mr. Cuthbert, his clients remained responsible to pay the providers' fees, though not at the amount the doctors collected from the funders but rather at the (inflated) amount that they'd indicated as "charged" to the patients. The gap between those figures was significant. For example, [one provider's] records reflect

³ Mr. Langfitt represents Claimants associated with SPIDs 950007603, 100011956, and 100000435.

⁴ This is the second time I have discussed the consequences of Mr. Cuthbert's decision to arrange that his clients finance their medical bills through third-party funders instead of paying them himself and seeking reimbursement later. In June 2024, faced with Mr. Cuthbert's attempt to recover medical costs on behalf of GreenLink and other funders, I concluded that "medical providers' fees assigned at a marked-up rate to third-party funders" were not Mr. Cuthbert's "'costs' under Lien Rule 8." Special Master Ruling on Lien Rules Implementation Opinion Regarding Asserted Attorney Costs, at 7 (June 24, 2024), https://www.nflconcussionsettlement.com/ViewDoc.aspx?dp=2024.06.24_asserted_attorneys_costs.pdf; see also Rules Governing Attorneys' Liens, ECF No. 12348-1, at Rule 8(c) (requiring a "statement of the Attorney Lienholder's costs and the date each was incurred, if costs were asserted as part of the Lien, with an itemized list of those costs including a brief explanation of the purpose of incurring the costs").

an actual payment of \$5,280 from the funder for his examination of Claimant A, leaving \$5,720 in padding that created an \$11,000 all-in “charge” the funder now assessed the Claimant. (To be clear, \$5,280 would already be an abnormally high neurologist bill for the Program, and it now was marked up by over 100%.) And for Claimant B, [the provider] pocketed a tidy \$4,900 for his exam, out of a \$9,800 charge the funder recorded on its books and now seeks to collect.⁵

In short, these “Assignment of Proceeds” agreements artificially inflated the cost of players’ medical appointments to net the medical practices and GreenLink a significant profit. The supporting invoices for a single Claimant’s “costs” included doctor bills of \$22,400, \$7,000, and \$8,571, whereas a typical diagnostic appointment in the Program runs between \$1,000 and \$5,000.⁶ These prices allowed the doctors to pocket thousands of dollars per Claimant—including for supposed medical treatment performed *after* Qualifying Diagnoses were rendered.⁷

Refusing to allow Mr. Cuthbert to recoup \$73,209.48 that he did not actually advance for his clients’ medical appointments, I noted that the whole system “appear[ed] to be an attempt to arbitrage around the rules that prohibit true assignment.”⁸

I now reject GreenLink’s attempt to disguise true assignments as liens. Because GreenLink “cannot by contract give [itself] a right to collect against the Settlement fund directly,”⁹ the Claims Administrator was correct to decline to recognize GreenLink’s asserted “liens.”

THESE ARE ASSIGNMENTS, NOT LIENS

The Settlement defines a “Lien” as:

any statutory lien of a Government Payor or Medicare Part C or Part D Program sponsor; or any mortgage, **lien**, pledge, charge, security interest, or legal encumbrance, **of any nature whatsoever, held by any person or entity, where there is a legal obligation to withhold payment** of a Monetary Award, Supplementary Monetary Award, Derivative Claimant Award, or some portion thereof, to a Settlement Class Member **under applicable federal or state law**.¹⁰

As this definition makes clear, the Settlement Program only recognizes rights called liens “where there is a legal obligation to withhold payment of a Monetary Award . . . under applicable

⁵ Special Master Ruling on Lien Rules Implementation Opinion Regarding Asserted Attorney Costs, at 4–7 (June 24, 2024), https://www.nflconcussionsettlement.com/ViewDoc.aspx?dp=2024.06.24_asserted_attorneys_costs.pdf (cleaned up).

⁶ *Id.* 2–3.

⁷ *Id.* at 3.

⁸ *Id.* at 10.

⁹ *Id.*

¹⁰ Settlement Agreement, Section 2.1(uu) (emphasis added).

federal or state law.”¹¹ Examples include liens grounded in public law, like tax, child support, or Medicare.¹²

In the case of attorney charging liens, a class member’s former attorney seeks a piece of the current attorney’s fee on the theory that some of the work the former attorney did for the class member contributed to the Monetary Award obtained under the current attorney’s representation.¹³ These cases play out within the Program, under the District Court’s authorization,¹⁴ in part to enforce the Court-ordered cap on the fee that individually retained plaintiffs’ attorneys may recover from their clients.¹⁵ The Settlement thus has chosen to recognize proper attorney charging liens asserted against current attorneys and clients, for a limited purpose, but the prior attorney has no right to recover against *the Settlement itself*.¹⁶

For other asserted “liens,” the Settlement creates a two-step inquiry. First, has an entity plausibly asserted a right to a lien as the Settlement defines it against the Claimant’s Award; and then, second, does the Program (instead of the Claimant or his attorney) have a “legal obligation to withhold payment . . . under applicable federal or state law”?¹⁷ After all, the Fund is a creation of a judicially-monitored settlement, supervised by the Court, not some free-floating source of money to be attached by all the Claimants’ possible creditors.

The second step (is this the sort of obligation which attaches to the Program?) is only relevant if an entity has properly asserted a collectable interest under the Settlement. Here, while the Settlement does recognize *liens*, it also expressly prohibits *assignments*:

Neither the Settlement Class nor any Class or Subclass Representative or Settlement Class Member has assigned, will assign, or will attempt to assign, to any person or entity other than the NFL Parties any rights or claims relating to the subject matter of the Class Action Complaint. Any such assignment, or attempt to assign, to any person or entity other than the NFL Parties any rights or claims relating to the subject matter of the Class Action Complaint will be void, invalid, and of no force and effect and the Claims Administrator shall not recognize any such action.¹⁸

¹¹ *Id.*

¹² See *Frequently Asked Questions: FAQ #224–227* (describing the types of liens the Claims Administrator pays out of a Monetary Award), NFL CONCUSSION SETTLEMENT, <https://www.nflconcussionsettlement.com>.

¹³ See, e.g., Special Master Ruling on Goldberg Persky & White v. JR Wyatt Law, at 1–2 (Apr. 29, 2024), https://www.nflconcussionsettlement.com/ViewDoc.aspx?dp=100010870_d.pdf (describing prior attorney’s attempts to obtain a piece of current attorney’s fee award because “[b]ut for [the prior attorney’s] work, [...] the Player would not have ultimately been paid”).

¹⁴ ECF No. 12343, Explanation and Order (Sept. 21, 2023).

¹⁵ See ECF No. 9862, Memorandum Accompanying Order Capping Fees to Individually Retained Plaintiffs’ Attorneys (Apr. 5, 2018); ECF No. 9863, Order Capping Fees to Individually Retained Plaintiffs’ Attorneys (Apr. 5, 2018).

¹⁶ See, e.g., Special Master Ruling on Goldberg Persky & White v. Pro Se Settlement Class Member (Oct. 31, 2023), https://www.nflconcussionsettlement.com/ViewDoc.aspx?dp=950001953_d.pdf (resolving attorney lien dispute between prior attorney and pro se class member).

¹⁷ Settlement Agreement, Section 2.1(uu).

¹⁸ Settlement Agreement, Section 30.1.

The question presented is the import of this assignment language in defining the scope of rights which their holders entitle “liens.” In 2019, the Third Circuit addressed the anti-assignment provision in the context of “cash advance agreements” under which “class members purported to ‘assign’ their rights to a portion of their settlement proceeds in exchange for immediate cash.”¹⁹ The District Court had entered an order on December 8, 2017 “purporting to void all such agreements.”²⁰

The Third Circuit agreed with the District Court that “any true assignments contained within the cash advance agreements—that is, contractual provisions that allowed the lender to step into the shoes of the player and seek funds directly from the settlement fund—were void *ab initio*” under the “clear, definite and appropriate language” of Section 30.1.²¹ However, the Third Circuit continued that:

although the District Court had the authority to enforce the clear terms of the settlement agreement by ordering that any true assignments are void and unenforceable, the Court did not have the authority to void other obligations under the cash advance agreements, particularly without affording the lenders notice and a hearing, or making specific findings that those obligations violated the Court’s prior orders or would impair the Court’s administration of the settlement. We will therefore reverse in part the District Court’s December 8, 2017 order. As a result, the cash advance agreements remain enforceable—*outside of the NFL claims administration context*—to the extent the litigation companies retain rights under the agreements after any true assignments are voided.²²

In defining “true assignment” under New York law,²³ the Third Circuit explained that an “assignment purports to transfer ownership of a claim to the assignee, giving it standing to assert those rights and to sue on its own behalf.”²⁴ “In order for an assignment to be valid, the assignor must be divested of all control over the thing assigned” such that “the assignee steps into the assignor’s shoes and acquires whatever rights the latter had.”²⁵ What was at stake in the earlier litigation was whether these cash advance agreements were enforceable *anywhere*. The Third Circuit thought it uncontroversial that they could not be asserted as assignments against the Monetary Award Fund itself.

It’s self-evident that the interest that GreenLink asserts *against the Program holding the Claimants’ Awards* depends upon a void assignment. The relevant provisions of GreenLink’s funding agreement—titled “Lien for Medical Services and Acknowledgement of the Right to Assign”—read as follows:

¹⁹ *NFL Football Players’ Concussion Injury Litigation*, 923 F.3d 96, 101 (3d Cir. 2019).

²⁰ *Id.* at 103.

²¹ *Id.* at 110 (cleaned up).

²² *Id.* at 112 (emphasis added).

²³ The Settlement Agreement is interpreted under New York law. Settlement Agreement, Section 27.1(a).

²⁴ *NFL Football Players’ Concussion Injury Litigation*, 923 F.3d at 110 (cleaned up).

²⁵ *Id.* (cleaned up).

This is an agreement between Patient, Attorney, and Patient's medical provider ('Provider'). This agreement concerns that grant of a lien to Provider and an acknowledgement that Provider may assign the lien. Provider intends to assign this lien to GreenLink, LLC ('GreenLink' or 'Assignee') [...]

Patient and Attorney understand that the medical services, supplies, and/or treatment Patient is receiving from Provider as part of the ongoing personal injury claim may be billed as a lien as may be authorized by applicable state law and practice. Patient hereby assigns to Provider and its assigns, mediation, litigation, award, verdict, or any other collection activities on Patient's personal injury claim, in which Patient is represented by Attorney, an amount equal to all such sums as may be due Provider for any and all medical treatment or services rendered to Patient. **The amount of the lien shall be determined solely by Provider and the lien shall be in an amount equal to the total amount billed by the provider [...]**

Patient and Attorney acknowledge that Provider may assign and intends to assign the lien and its right to payment to GreenLink and the Provider's Assignee, GreenLink, shall (upon assignment) have the exclusive right to collect all amounts due for services by Provider in accordance with this Agreement the Provider's Documents, and the lien [...]

Patient acknowledges that Provider may assign this lien with Patient's or Attorneys' consent.²⁶

By its plain terms, this agreement "assigns" to the Provider the right to collect on the "Patient's personal injury claim [...] all such sums [...] for any and all medical treatment or services rendered to Patient," and authorizes the Provider to "assign" that right to GreenLink ("the Provider's Assignee").²⁷ This fits with the prevailing definition of an assignment under New York Law: it vests in GreenLink a "present right" in the Patient's personal injury claim.²⁸ It "purports to transfer ownership of a claim" to assignee: first to the Provider and then to GreenLink.²⁹ The Patient (now Claimant) is "divested of all control over the thing assigned," while GreenLink "steps into the [Patient's] shoes and acquires whatever rights the latter had" to "seek funds directly from the settlement fund"³⁰ in an amount determined solely by the Provider.

²⁶ This agreement is attached as Exhibit 1 to Class Counsel's brief in this matter, attached as Appendix A (emphasis in original).

²⁷ *Id.*

²⁸ *In re Stralem*, 303 A.D.2d 120, 122 (N.Y. App. Div. 2003) (*cited in NFL Football Players' Concussion Injury Litigation*, 923 F.3d at 110)).

²⁹ *NFL Football Players' Concussion Injury Litigation*, 923 F.3d at 110 (cleaned up).

³⁰ *Id.* (cleaned up).

The Third Circuit held that the “District Court’s authority certainly does not extend to how class members choose to use their settlement proceeds after they are disbursed.”³¹ A class member is free to enter into “a loan transaction” under which the class member gets a cash advance and then owes a third party certain payments.³² But GreenLink did not advance cash to any class members. (And if it did, its right would run against those class members, not against the Monetary Award Fund, unless there was a “legal obligation to withhold” the money.)³³ Rather, GreenLink bought the right to claim Settlement funds from medical providers, which, in turn, bought that right from class members in exchange for medical care for which class members’ attorneys ordinarily advance costs. GreenLink now seeks to have that money paid from the Monetary Award Fund directly. The arrangement is simply and obviously an “attempt to assign [...] rights or claims relating to the subject matter of the Class Action Complaint.”³⁴

GreenLink’s argument to the contrary is unavailing. It claims that Section 30.1 “only bars recovery by someone who received an *SCM’s claim* by assignment,” and “does not prohibit a *provider’s assignee* from recovery” against a class member’s Award.³⁵ But Section 30.1 prohibits assignments, naturally including mesne assignments. The plain textual anti-assignment language would have no force if it prohibited the first assignee in a chain of assignees from recovering funds from the Settlement Program, but welcomed the second or third assignee down the chain. Contrary to GreenLink’s contentions, it is certainly relevant “that GreenLink obtained its right to payment of medical bills by assignment from certain Providers.”³⁶ Those Providers, in turn, obtained their rights by assignment from class members. It’s assignments all the way down.

Nor does the use of the word “lien” in GreenLink’s agreement make the assignment a lien under the Settlement—let alone one which the Claims Administrator has a legal obligation to recognize.³⁷ To the contrary, the agreement explicitly purports to give GreenLink, “the Provider’s Assignee,” an “exclusive right to collect all amounts due for services by Provider.”³⁸ In other words, the agreement attempts to “transfer” from the Patient to the Provider to GreenLink “ownership of a claim [...] giving it standing to assert those rights and to sue on its own behalf.”³⁹ Or, in GreenLink’s words, the alleged lien “states a right of recovery against the settlement.”⁴⁰ Again, that’s just a true assignment.

This conclusion is a straightforward application of the Third Circuit’s holding that “contractual provisions that allow[] [a third party] to step into the shoes of the player and seek funds directly from the settlement fund” are “void *ab initio*.”⁴¹ The Settlement’s anti-assignment

³¹ *Id.* at 111.

³² *Id.*

³³ Settlement Agreement, Section 2.1(uu).

³⁴ Settlement Agreement, Section 30.1.

³⁵ GreenLink Reply Brief, at 2.

³⁶ *Id.* at 3.

³⁷ See Settlement Agreement, Section 2.1(uu) (defining “Lien”).

³⁸ See Exhibit 1 to Class Counsel’s brief in this matter, attached as Appendix A.

³⁹ *NFL Football Players’ Concussion Injury Litigation*, 923 F.3d at 110 (cleaned up).

⁴⁰ GreenLink Reply Brief, at 3.

⁴¹ *NFL Football Players’ Concussion Injury Litigation*, 923 F.3d at 110.

provision prohibits GreenLink from stepping into Mr. Cuthbert's clients' shoes and collecting any funds directly from the Settlement Program. To the extent that GreenLink's agreements give it any rights after "true assignments are voided," such rights must be adjudicated "outside of the NFL claims administration context."⁴²

The Third Circuit was clear too about how that adjudication might look:

We presume that the full array of standard contract defenses will also apply in any subsequent litigation regarding these agreements. As noted by Judge Brody in her December 8, 2017 order, some of the class members are cognitively impaired, and it is possible that some of them lacked the capacity to contract at the time they entered into the agreements. Judge Brody's concern is well-taken. There may also be issues of unconscionability, fraud, or usury based on the high effective interest rates in the agreements[.]⁴³

Other arguments in this context might include "misrepresentation, [...] undue influence, violation of lending laws, malpractice or public policy."⁴⁴

Instead of advancing his clients' actual medical costs and seeking reimbursement like "essentially every other IRPA,"⁴⁵ Mr. Cuthbert caused his clients to assign to their medical providers a "right of action against anyone responsible for medical expenses."⁴⁶ After diagnosis, these providers often continued to treat Claimants—as if the Settlement provided an unlimited source of health insurance for monthly neurological checkups. They did so without checking with Claimants' insurance companies to see if some costs could be defrayed. And the relevant agreements appear to grant providers unlimited discretion to assess the amount of the charges, so long as the amount was (in the provider's view) "reasonable," while divesting class members of "any right to challenge or object to the amount of any such fees or charges" on the basis that "they are unreasonable or excessive."⁴⁷

In short, there appears to be no limit to what GreenLink, "the Provider's Assignee,"⁴⁸ thinks it can now collect for charges that cognitively impaired Claimants had no ability to observe or object to. Again, it is not for me to say if the resulting debts are unconscionable or otherwise illegal.⁴⁹ All that I can conclude is that the right that GreenLink wishes to assert against the Monetary Award Fund is a true assignment. As such, it is void under the Settlement Agreement.

⁴² *Id.* at 112.

⁴³ *Id.*

⁴⁴ Special Master Ruling on Lien Rules Implementation Opinion Regarding Asserted Attorney Costs, at 11 (June 24, 2024), https://www.nflconcussionsettlement.com/ViewDoc.aspx?dp=2024.06.24_asserted_attorneys_costs.

⁴⁵ *Id.*

⁴⁶ *Id.* at 4 (cleaned up).

⁴⁷ See Exhibit 1 to Class Counsel's brief in this matter, attached as Appendix A.

⁴⁸ *Id.*

⁴⁹ Class Counsel argues that even if GreenLink's claim is not a voidable assignment, any lien would be properly asserted only against Mr. Cuthbert, not the Monetary Award Fund, by the terms of the agreements themselves. Similarly, Mr. Langfitt argues that GreenLink's agreement is best construed as a loan to Mr. Cuthbert. I do not reach these arguments. *Cf. Frequently Asked Questions: FAQ 228* (Are there any debts that the Claims Administrator will not

CONCLUSION

Applying Third Circuit precedent, I conclude that GreenLink has asserted a true assignment, not a lien. I approve the Claims Administrator's refusal to recognize GreenLink's claim.⁵⁰

Date: February 20, 2025

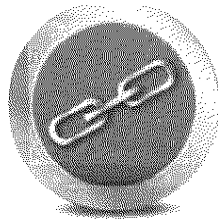


David A. Hoffman, Special Master

pay?), NFL CONCUSSION SETTLEMENT, <https://www.nflconcussionsettlement.com> (“The Claims Administrator will not pay [...] Claims for debts owed by anyone other than the Settlement Class Member, including your lawyer.”).

⁵⁰ GreenLink may file an objection to this Opinion with the District Court, whose review will be *de novo*. Fed. R. Civ. P. 53(f)(4).

APPENDIX A: EXHIBIT 1 TO CLASS COUNSEL’S BRIEF



GREENLINK
funding

**THIS AGREEMENT IS SUBJECT TO ARBITRATION IN ACCORDANCE WITH THE FEDERAL
ARBITRATION ACT AND THE SOUTH CAROLINA UNIFORM ARBITRATION ACT.**

GreenLink, LLC

Lien for Medical Services and Acknowledgement of the Right to Assign

I. Preamble. This is an agreement between Patient, Attorney, and Patient's medical provider ("Provider"). This agreement concerns that grant of a lien to Provider and an acknowledgement that Provider may assign the lien. Provider intends to assign this lien to GreenLink, LLC ("GreenLink" or "Assignee").

II. Grant of Lien for Medical Services. Patient and Attorney understand that the medical services, supplies, and/or treatment Patient is receiving from Provider as part of the ongoing personal injury claim may be billed as a lien as may be authorized by applicable state law and practice. Patient hereby assigns to Provider and its assigns, mediation, litigation, award, verdict, or any other collection activities on Patient's personal injury claim, in which Patient is represented by Attorney, in an amount equal to all such sums as may be due Provider for any and all medical treatment or services rendered to Patient. **The amount of the lien shall be determined solely by Provider and the lien shall be in an amount equal to the total amount billed by the provider as reflected in Provider's invoicing, CMS-1500 Form, a lien claim form, or similar documents (the "Provider's Documents").**

Patient and Attorney acknowledge that Provider may assign and intends to assign the lien and its right to payment to GreenLink and the Provider's Assignee, GreenLink, shall (upon assignment) have the exclusive right to collect all amounts due for services by Provider in accordance with this Agreement, the Provider's Documents, and the lien.

Patient and Attorney agree that this lien amount will reflect the total billing for all services Patient receives from Provider (including any unforeseen charges incurred during the procedure(s)) as reflected in the Providers' Documents. The lien claimed by Provider or its Assignees will be in an amount equal to the actual amounts billed by the Provider as shown in the Provider's Documents. **This amount will vary.** Though a Provider may provide an estimate of the charges, these charges may and will vary from the estimate to take into account the unique nature of each medical procedure.

Patient and Attorney acknowledge that the amount of the lien assessed by the Provider and the amounts billed by the Provider will likely be more than if the same services were paid by health insurance companies, government programs such as Medicare or Medicaid, or by the patient in cash. Patient and Attorney hereby waive any right to object to any fee charged by Provider or its assigns that are the subject

of this lien based upon a claim that they are unreasonable or excessive. Patient and Attorney hereby waive any right to challenge or object to the amount of any such fees or charges on that basis. Provider certifies to all parties that the amount will be reasonable.

III. Payment Agreement. Patient authorizes and directs Attorney to pay Provider or its Assignee directly for any billings and fees arising out of the medical services, treatment and care arising out of this incident and by reason of any other bills which Patient may owe Provider or its Assignee as set forth in the Provider's Documents. Patient will notify Provider or its Assignee of any payment received by Patient for medical services from an insurance company or other source, and Patient will instruct his/her attorney to likewise notify Provider and its Assignee. All payments up to the amount secured by the lien shall be forwarded to Provider and its Assignee. Patient acknowledges that the legal settlement may pay all, part, or none of this amount and the Patient is responsible for complete payment. Patient understands that Patient is financially responsible for any amount unpaid by this assignment, as may be authorized by applicable state law and practice.

Attorney hereby agrees to observe all terms slated herein and agrees to withhold such sum payable to Provider or its Assignee, from any settlement, judgment, or verdict as may be necessary to adequately protect Provider or its Assignee. Attorney shall hold in Attorney's Client Trust Account such sums from any payment, settlements, dispositions, proceeds and/or verdicts received on Patient's behalf as may be required to adequately protect and pay Provider or its Assignee for services by Provider. Attorney is further directed to pay from Attorney's Client Trust Account to Provider or its Assignee that amount which is due and owing for those medical services, examinations, treatments, and reports by Provider. Attorney further agrees that in the event Patient secures other counsel in connection with any action instituted by Patient on account of the injuries for which Patient was treated. Attorney shall inform such new counsel of the Agreement, and secure new counsel's consent thereto.

IV. Representations and Warranties. Patient acknowledges and understands that Patient has multiple options to fund Patient's medical treatment, including the use of health insurance, government programs, and health maintenance organizations. Patient represents that: (a) s/he does not have insurance, (b) Patient's insurance does not cover the medical services covered by this lien, or (c) Patient has decided voluntarily that obtaining the procedure(s) subject of this lien on a lien is for preferable to Patient, and in Patient's best interest following consultation with the Provider and Attorney. Patient agrees that Patient shall not request that the Provider or its Assignee bill Patient's health insurer at any date after executing this Lien.

Patient voluntarily chooses to obtain treatment on a lien basis, and therefore, will not utilize other forms of funding. Patient shall not: (a) submit the medical charges subject to the lien to Patient's health insurance company (if any) (b) seek reimbursement from an insurance company, or (c) seek to apply the charges in the Provider's Documents towards Patient's deductible. Provider or its Assignee will, therefore, bill Patient for services on a lien basis. Patient acknowledges that it has incurred that amount billed on a lien basis in exchange for Provider's services. Patient and Attorney acknowledge that Provider or its Assignee will not be required to, and will not, bill Patient's health insurance, Worker's Compensation, government or other medical insurance coverage, if any.

Patient acknowledges that Provider may assign this lien with Patient's or Attorneys' consent. Patient and Attorney understand that Provider's Assignee (if any) has purchased an account receivable and lien from Provider, is not health insurance company, and that no amounts have been paid by an Assignee to Provider on Patient's behalf. This agreement, including the Arbitration Agreement, shall be binding upon and inure to the benefit of the parties and their respective successors, heirs (in the case of the Patient) and assigns. In the event of an assignment, Patient instructs Patient's attorney to afford the same respects, rights and privileges to any third party Assignee as the attorney would afford to Provider under the terms of this agreement. Patient understands and agrees that this lien may not be terminated or rescinded except by express written notice by Provider or its Assignee.

The waiver by any party of breach or violation of any provision of this lien shall not operate as, or be interpreted to be, a waiver of any later breach of the same or any other provision of this agreement. If any portion of this lien agreement is held to be unenforceable for any reason, the unenforceability of such provisions shall not affect the remainder of this lien agreement, which shall be effective unless reduced to writing and signed by each of the parties. Patient understands that Patient is represented by Attorney and has sought Attorney's counsel on any decision regarding the funding of Patient's medical care or for any questions Patient may have relating thereto. This lien may be signed in multiple parts and together the parts have the same force and effect as though executed in one document. A photocopy and/or fax copy of the executed lien shall have the same force and effect as the original.

V. Certification, Authorization, and Release in Accordance with HIPAA. Patient and Attorney certify that the information provided herein is correct and complete. Patient understands that in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Patient's medical information relating to the personal injury case may be shared to manage and expedite Patient's medical treatment. Patient authorizes Patient's Provider, an Assignee, or Attorney to secure, release, and disclose such medical treatment information with companies as deemed necessary by Provider or Assignee, and further agrees that examination, diagnosis, medical treatment, films and reports can be shared with necessary parties involved in Patient's case, including Assignee. Patient also permits Provider or its Assignee to use such medical information for marketing purposes. Attorney acknowledges that Attorney has obtained a Release of Medical Information from Patient for purposes of communications regarding Patient's medical information and the Provider or its Assignee is covered by said Release.

VI. Patient and Attorney Information

Attorney Name: _____ Telephone: _____

Attorney Address: _____

Patient Name: _____ Patient DOB: _____

Date of Injury: _____ Physician/Facility: _____

(This lien and Acknowledgement cover the foregoing case and any other legal or administrative action relating to the subject injury or claim.)

VII. Arbitration Agreement. READ THIS PROVISION CAREFULLY AS IT AFFECTS YOUR RIGHT TO A JURY TRIAL. Patient, Attorney, and Provider mutually and voluntarily agree to the following.

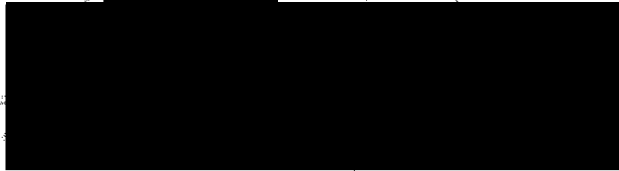
- (1) Any and all disputes, claims and controversies arising out of or in connection with this Agreement or in any way connected to Patient's medical services, no matter how described, pleaded or styled, including claims arising in tort, under statute, and/or contract, shall be decided exclusively and finally by binding arbitration. All parties hereby **WAIVE THEIR RIGHT TO JURY TRIAL** by agreeing to binding arbitration. The arbitration hearing shall be conducted at a location within twenty (20) miles of Patient's address as specified in this Agreement. The arbitration shall be conducted before the American Arbitration Association (the "AAA"), pursuant to the AAA Commercial Arbitration Rules, which are attached hereto and have been provided.
- (2) The arbitration shall be conducted by one neutral arbitrator selected by the AAA. The arbitrator shall be an attorney licensed to practice before the state and federal courts located in Patient's state. The arbitrator shall have actual experience in and knowledge of the subject matter of this Agreement to the greatest extent practicable, unless both parties agree otherwise. The arbitrator shall have the authority to award any monetary and nonmonetary relief available to either party in an action otherwise prosecuted in court, including injunctive and other provisional relief. However, the arbitrator will have no power to award punitive damages against the Patient, Attorney, Provider or its Assignee. Judgment on the arbitration award may be entered by any court of competent jurisdiction. The cost of initiation the arbitration and the arbitrators' compensation (but excluding applicable statutes of limitations and shall honor claims of privilege recognized at law.
- (3) The arbitration shall be solely between the parties to this Agreement, and no class arbitration or other representative action may be undertaken by the arbitrator, and the arbitrator shall have no power to consolidate or join claims of other parties or persons who may be similarly situated.
- (4) The federal Arbitration Act ("FAA") and related federal law shall govern the interpretation and enforcement of this Paragraph to the fullest extent possible, to the exclusion of all otherwise potentially applicable state law, regardless of the location of the arbitration proceedings or the nature of the disputes, or controversies between the parties to the Agreement. The arbitrator shall apply South Carolina law consistent with the FAA and related federal law, including applicable statutes of limitations and shall honor claims of privilege recognized by law.
- (5) With the exception of subpart (3) above, if any part of this arbitration agreement is deemed to be invalid, unenforceable, or illegal, then the balance of this arbitration shall remain in effect

and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein.

- (6) Patient may elect to opt out of this arbitration provision by sending written notice to the Purchaser before 5:00 pm EST on the tenth (10th) calendar day after this Agreement is executed, or such notice shall be of no force and effect. The foregoing time limit shall be strictly construed. Opting out of this arbitration provisions shall not terminate the Agreement or otherwise affect in any way of the other rights and obligations of the parties hereto under the Terms of the Agreement. **Patient and Attorney agree that they have read and understand the Arbitration Agreement. Patient and Attorney represent that the preceding statement is true and correct to the best of their knowledge.**

By signing this document, Patient and Attorney fully understand all provisions set forth in the Agreement.

Attorney Signature  Date _____

Patient
Signature  Date 5-1-21