



OlsenDaines
Attorneys at Law

Client Agreement

The law firm is only paid if it wins. The law firm of OlsenDaines agrees to represent client in class action litigation. If the firm handles client's case to completion and recovers money for client and the class, the judge may reimburse the firm for its reasonable fees, costs, and expenses. If the firm does not recover any money for client or the class, client does not have to pay for the firm's services.

Scope of representation. This agreement does not include legal services for any aspect of any case or filing except in this specific class action matter. The firm reserves the right to terminate representation and withdraw if, in its opinion, after further investigation, the case lacks merit. Client grants the firm permission to associate and join other attorneys and law firms as necessary to help prosecute the case.

General provisions. Never talk about your case to anyone, including family, friends, or the media, without first consulting your attorney. Never write about your case, including text messaging or on the Internet or Facebook. Always immediately provide all documents related to your case to your attorney. Preserve all documents in any way related to your case. Never destroy a document related to your case. Never record a phone call without everyone's consent. Client agrees to cooperate in the investigation of the case. Client agrees to attend a settlement conference if permitted by the judge. Client agrees to tell their story at deposition and trial if necessary. Client agrees to keep the firm advised at all times of their current mailing address, phone number, and email address. Client grants the firm power of attorney and authorizes the firm to negotiate checks, deposit moneys into trust, represent client in legal matters, provide case information to the public and the media through email, blog, twitter, in person, at press conferences, and over the phone, and perform other related functions as necessary to assist client and raise awareness about the case. Signing this agreement grants the firm authority to endorse checks by placing client's name as endorser and guaranteeing endorsement of a check. Client agrees to hire an independent tax professional to review any tax-related issues resulting from settlement or trial in this case. Client understands that in some circumstances, any gross monetary recovery could be taxable income, subject to an alternative minimum tax, and any expenses incurred in obtaining that recovery (including attorney fees) may only be deductible in certain circumstances.

Duties of class representative. A class representative represents the interests of all members of their class in litigation to recover money damages and equitable relief for the class. A class representative always considers the interests of the class just as they would consider their own interests. A class representative participates actively in the lawsuit, such as by testifying at deposition and trial, answering written interrogatories if required, and by keeping generally aware of the status and progress of the lawsuit. A class representative recognizes and accepts that any resolution of the lawsuit, such as by settlement or dismissal, is subject to court approval, and must be in the best interests of the class as a whole. A class representative is not required to be

particularly sophisticated or knowledgeable with respect to the subject of the lawsuit. However, they should be interested, on a continuous basis, in the progress of the lawsuit, and must make every effort to provide their lawyers and the court with all relevant facts of which they are aware. A class representative volunteers to represent many other people with similar claims and damages, because they believe that it is important that all benefit from the lawsuit equally, because they believe that a class lawsuit will save time, money, and effort, and thus will benefit all parties and the court, and because they believe that the class action is an important tool to assure compliance with the law, applicable standards and duties of care, and to ensure just compensation and relief to all those similarly situated.

General class action provisions. The firm shall undertake and use its best efforts to obtain certification of the plaintiff class to which client belongs. The firm shall seek appointment by the court as class counsel, and may, in their discretion, seek the designation of client as a class representative for any appropriate class or classes. If the action is certified as a class action, client retains the right, as a class member, under the class action rules, to approve, oppose, or comment upon any proposed settlement of all or part of the class action, and to approve, oppose, or comment upon any application for reimbursement of costs and award of attorneys' fees made by the firm. If the above action is not certified as a class action, the firm will determine at that time whether to continue to represent client on an individual basis or in a group action or to find counsel acceptable to represent client on an individual basis. If the firm agrees to represent client on an individual basis, it will be under a separate agreement. At this time, the firm does not agree to represent client in an individual (non-class) lawsuit. In the event that the action is not certified as a class action, no settlement of client's claims shall be made by the firm without the authorization of client. Should the action be certified as a class action, proposed settlements shall be submitted for court approval under applicable class action rules. If client discharges the firm prior to paying the firm the reasonable value of its services, the firm shall have a lien for its fees, costs, and expenses on client's right to recovery arising out of the proceedings. Client understands they can review this agreement with another independent attorney and cancel this agreement within 48 hours after signing and owe no obligation to the firm. Client has read the section titled "Duties of class representatives", has discussed these with the firm, agrees to serve as a class representative, and acknowledges the duties as a class representative in these proceedings. At this point, the firm believes client has a good case. That is why the firm has agreed to front its time and costs, and take this case on a contingent fee basis. However, the firm makes no promises or guarantees about the outcome of client's case. If the action is certified as a class action, and if a monetary recovery is obtained for the plaintiff class, either by settlement or judgment, the firm will apply to the court for reimbursement of its costs and payment of its fees as a reasonable percentage of such recovery, on an equitable common benefit basis, or payable directly by defendant if allowed by law. The court has authority and discretion to fix the fee at the level it determines to be reasonable. Any fees awarded will be divided between the all the firms and attorneys that work on the case. In lieu of the contingency arrangement above, the firm reserves its right to recover its fees and costs directly by defendant through settlement or by court order under a fee shifting statute.

Electronic signature. By signing electronically, client agrees to be bound by the terms of this agreement, and client acknowledges they have been provided a separate copy of this agreement for their records. The professional rules do not allow a firm to pay a client for serving as a class representative. Only the judge can decide how much, if any, a class representative may be paid for their service in a case. By signing, client acknowledges that client has not been paid nor has client been promised to be paid any money for client's participation in this class action. By signing, client authorizes the firm to file a class action on their behalf.