

EGERTON LAW
CONTRACT FOR LEGAL SERVICES

Undersigned client (“Client”) hereby retains Egerton Law (“Attorneys”) to represent Client against Volkswagen Group of America, Inc., Volkswagen A.G., and/or its affiliated companies (collectively “VW”) relating to Client’s purchase, ownership or lease of a vehicle manufactured and/or distributed by VW that contained an emission defeat device that is part of the scandal commonly known as “Dieselgate” revealed by the Environmental Protection Agency on September 18, 2015, on the following terms and conditions:

1. **CLASS ACTION:** Client is automatically a claimant in a federal Class Action pending in California by virtue of Client’s ownership, current or former, of a designated VW CleanDiesel vehicle. A proposed offer was made and communicated to Client to settle Client’s claim in the Class Action.
2. **OPTING OUT:** Client certifies that they do not desire to accept said Class Action offer and has formally opted-out before September 16, 2016.
3. **VIRGINIA CASE:** Client’s claim will be pursued in Virginia, home office of VW, where there is no limitation on the amount to be claimed (the NC limit is \$75,000 to avoid the removal of the case to federal court) and the punitive damages limit is up to \$350,000 (in NC the limit is \$250,000). Client is not expected to be needed to appear in court there.
4. **VIRGINIA LAWYER:** Attorneys have joined in this case the services of Virginia Attorney Michael Melkersen, the only lawyer known to have settled and collected on a VW claim outside of the class. Melkersen will be paid from the attorneys’ fees set forth below.
5. **MINIMUM RECOVERY FOR CLIENT:** Before any funds are deducted for any attorneys’ fees, Client will first receive from any recovery or settlement no less than the amount Client would have received as “Owner’s Restitution” under the Class Action Settlement had Client participated in that Class Action Settlement. Client understands, however, that Attorneys cannot guarantee any particular outcome in Client’s case.
6. **FEE ARRANGEMENT:** As compensation for the legal services, Client agrees Attorneys shall be entitled to forty percent (40%) of any recovery or settlement, subject to the Client’s right to first receive an amount equal to what the Client would have received as Owner’s Restitution in the Class Action Settlement. For example, if the Owner’s Restitution for the Client would have been \$6,000 in the Class Action Settlement, then:

Recovery	Client gets	Attorneys get
\$6,000	\$6,000	\$0.00
\$10,000	\$6,000	\$4,000
\$20,000	\$12,000	\$8,000
\$30,000	\$18,000	\$12,000
\$100,000	\$60,000	\$40,000

In addition, Attorneys shall be entitled to receive any attorneys’ fees separately awarded by a judge or a jury, or separately paid by VW in any settlement for attorneys’ fees for time actually spent plus expenses. **IF THERE IS NO RECOVERY THERE WILL BE NO FEE OR EXPENSE TO CLIENT.**

This the _____ day of _____, 2017

Client Signature

Client’s Printed Name

Lawrence Egerton
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