



12304 Santa Monica Blvd., #100
 Los Angeles, CA 90025
 Tel: (877) 515-1938
 Fax: (877) 566-8828
www.vwtdilawyer.com

ATTORNEY-CLIENT AGREEMENT

1. I, _____, (the "Client") retain SHAINFELD & ANVAR, P.C. (the "Attorney"), as my attorney to represent me in connection with any legal claim against Volkswagen of America and/or any Volkswagen resellers ("VW") related to my

with written notice to the other party to this agreement. Neither Attorney nor Client may, without the prior consent of the other, settle, release, discontinue or otherwise dispose of this claim.

2. **I wish to pursue an individual case against VW rather than participate in a class action.** If I decide to settle my claim, I will not be eligible to participate in a class action in the future.

6. **Division and Apportionment of Fees Among Attorneys:** Pursuant to Rule 2-200 of the CA Rules of Professional Conduct for Lawyers, Attorney is required to give Client a full disclosure of the financial arrangement with regard to fee-sharing between other lawyers and Attorney. Client understands that multiple lawyers/ will participate in the representation of Client and the Attorney's portion of the recovery will be divided and apportioned among the lawyers that represent Client. The lawyers of Shainfeld & Anvar, PC, Patrick Law Firm, PC and Premier Legal Center, APC are not partners, associates or shareholders of each others' law firms. Client understands this division of fees between the three law firms shall not affect Client's recovery. The division of Attorney's portion of any all recoveries shall be:

3. **ATTORNEY'S FEES: I understand that this is my claim and it will settle only if I am satisfied with the results.** Attorney will be paid only if a recovery is obtained for Client. **If no recovery is obtained for Client, then Client will not be obligated to pay for any attorney's fees, or costs.** However, if a recovery is obtained for Client, Client agrees Attorney shall be paid as follows:

- 33 1/3% Shainfeld & Anvar, PC
- 33 1/3% Patrick Law Firm, PC
- 33 1/3% Premier Legal Center, APC

a. If the case settles for a cash payment before suit is filed, Attorney shall receive 30% of the total settlement amount (this amount will include attorney's fees paid by VW).

b. If the case settles for a cash payment after suit is filed but before trial is completed, Attorney shall receive 40% of the total settlement amount (this amount will include attorney's fees paid by VW).

7. **ARBITRATION OF DISPUTES:** Any dispute between Attorney and Client as to fees and/or costs shall be arbitrated pursuant to the provisions of Business & Professions Code §6200 et. seq. (*No agreement for binding arbitration of such disputes can be made until after such a dispute has arisen; see Bus. & Prof. C. §6204.*) Any other dispute arising under this Agreement or in connection with Attorney's services, shall be resolved by binding arbitration per the rules of *Code of Civil Procedure* §1280 et. seq. **Attorney has explained to Client regarding such arbitration that: (1) The parties are waiving their right to a jury trial and to seek remedies available in court proceedings; (2) Pre-arbitration discovery is generally more limited than and different from court proceedings; (3) The arbitrator's award is not required to include factual findings or legal reasoning; and (4) Any party's right to appeal or to seek modification of the award is strictly limited and the award is final and binding on the parties.**

c. In the unlikely event a judge or jury decides the case, Attorney shall receive the greater of: (1) the amount awarded as attorney's fees by the judge or jury; or (2) 40% of the total amount, including attorney's fees, awarded by the judge or jury.

d. Attorney does not think VW will offer to repurchase the Vehicle. However, in the unlikely event of a buyback, Attorney shall receive a reduced fee of 20% of the total repurchase amount (this includes attorney's fees paid by VW).

8. Client has read this Agreement in its entirety and agrees to and understands its terms. There are no other terms or oral agreements existing between Attorney and Client. This Agreement may not be changed without the written consent of both Attorney and Client.

4. Client authorizes Attorney to deduct all costs and expenses related to the prosecution of Client's claim. In most cases, the costs and expenses are less than \$500, but could be higher. Client will be notified in advance if costs in excess of \$500 are necessary. Client shall not be required to pay fees or costs or expenses to Attorney, except from what is recovered on Client's claim. **If nothing is obtained in Client's claim, then Client is not required to pay anything to Attorney.**

5. Attorney is unable to guarantee results in any case. Attorney or Client may terminate this agreement for any reason, but only

AGREED TO BY CLIENT AND ATTORNEY ON THE _____ DAY OF _____, 2016:

CLIENT

CLIENT (CO-BUYER, IF ANY)

JESSICA ANVAR/BRETT SHAINFELD, ATTORNEY