

**THIS IS A BINDING LEGAL DOCUMENT. PLEASE READ IT CAREFULLY BEFORE SIGNING**

**AGREEMENT AND POWER OF ATTORNEY**

**RE: Claims Against General Motors Company/General Motors, LLC due to Misrepresentation/Deceptive Conduct/Faulty Design of the Air Conditioning System in my General Motors Car**

I, \_\_\_\_\_ ("CLIENT"), retain the law firms of the **Law Office of RICHARD SCHECHTER, P.C.** and **ERNEST "BO" HOPMANN, III, Attorney at Law** (hereinafter "ATTORNEYS"), to be my attorneys in connection with the above-referenced litigation and to prosecute all claims and/or causes of action against General Motors Company, General Motors, LLC and/or any other person, firm, corporation or entity that I may have as the result of the damages and losses I have suffered due to the defective air conditioning system in my General Motors car, a \_\_\_\_\_ (year) \_\_\_\_\_ (make/model) VIN # \_\_\_\_\_.

1. I authorize ATTORNEYS to act as my negotiator, to file pleadings, to appear in court on my behalf, and to perform any and all functions reasonably necessary to prosecute my claims and preserve my rights against those described above arising out of the matter described above. I understand that the **Law Office of RICHARD SCHECHTER, P.C., ERNEST "BO" HOPMANN, III, Attorney at Law**, and their attorneys cannot warrant or guarantee the outcome of the case and affirm that no one associated with the **Law Office of RICHARD SCHECHTER, P.C.** or **ERNEST "BO" HOPMANN, III, Attorney at Law**, have promised or guaranteed any outcome.
2. ATTORNEYS shall undertake and use their best efforts to obtain certification of the plaintiff class to which CLIENT belongs, to achieve a fair and equitable settlement of this case or to proceed to judgment. Because it is possible that certification of the class may not be granted, CLIENT is aware that ATTORNEYS may endeavor and agree to individually represent other plaintiffs in this litigation.
3. If the action is certified as a class action of which CLIENT is a member, CLIENT will retain the right, as a class member, under the class action rules, to support, oppose, or comment upon any proposed settlement of all or part of the class action, and to support, oppose, or comment upon any application for compensation made by ATTORNEYS. If the action is certified as a class action, and if a monetary recovery is obtained therein for the plaintiff class, either by settlement or judgment, ATTORNEYS retain the right to apply to the court for the entirety of their compensation on a reasonable percentage of recovery basis out of such recovery, and/or from defendants if allowed by statute and case law.
4. If ATTORNEYS obtain a monetary recovery for CLIENT on an individual basis, either by settlement or judgment, ATTORNEYS will be entitled to compensation for their services in the amount of one-third (33 1/3%) of settlement proceeds or forty percent (40%) of judgment proceeds. If ATTORNEYS obtain a monetary

recovery for CLIENT on an individual basis the fee will be divided between ATTORNEYS as follows: the **Law Office of RICHARD SCHECHTER, P.C.**—60%; and **ERNEST “BO” HOPMANN, III, Attorney at Law**—40%.

5. If, after investigation of the facts and research of the law, ATTORNEYS believe that my claims are of limited merit, ATTORNEYS may terminate this Agreement with me and said termination will release Attorneys from any further action of my claim, and discharge ATTORNEYS from this Agreement. Termination will be effected via delivery service with signature receipt to the last address provided by me to ATTORNEYS.
6. In the event the claim or any portion of the claim is one in which attorney's fees may be recovered as additional damages or as costs, ATTORNEYS are authorized to seek recovery of the attorney's fees incurred in the prosecution of this matter from the Court or Jury on the basis of the time expected at their usual hourly rates, or on the basis of the contingent fees provided for in this contract, or both. In the event of an actual award of attorneys' fees, the attorneys' fees payable under this contract shall be the amount awarded, or the percentage contingent fee provided for herein on the total recovery for attorneys' fees (including the attorneys' fee award), whichever is greater.
7. I understand that it will be necessary for ATTORNEYS to incur and advance certain court costs and other types of expenses for me. These costs and other expenses may include, but are not limited to, the following: filing and service fees; costs for investigative services; travel expenses (including airfare, ground transportation, vehicle mileage, lodging and meals); deposition expenses and court reporter fees; outside trial service providers; trial equipment rental and operation fees; preparation of exhibits and graphics; faxing costs at \$.50/page; copying costs at \$.25/page for black and white copies and \$.50/page for color copies; and miscellaneous postage, shipping and courier expenses. In addition, it may be necessary to employ technical liability and damage expert witnesses to examine and report on the facts of my cause of action. I agree that ATTORNEYS may, in their discretion, employ and pay these expert witnesses. ATTORNEYS will advance all costs related to the prosecution of this action and I agree to reimburse ATTORNEYS for all such costs and expenses from my share of any money recovered by settlement or judgment. I understand that the ATTORNEYS may be representing multiple clients arising out of the defects in the air conditioning systems of certain General Motors' vehicles, and agree that in representing multiple clients many of the expenses incurred may be common case expenses, which are costs and expenses incurred for the benefit of multiple clients. These common expenses could include, among other items, expert witness fees, depositions of General Motors' current or former employees, experts or non-party witnesses, settlement conferences, trial expenses, filing fees, copy costs, deposition costs and other expenses incurred for the purpose of influencing the outcome of multiple clients' claims. **I AGREE THAT THE EXPENSES I AM REQUIRED TO REIMBURSE, IF THERE IS A RECOVERY,**

**INCLUDE NOT ONLY THE EXPENSES FOR MY OWN CLAIMS, BUT ALSO THE COMMON CASE EXPENSES.**

8. I agree that ATTORNEYS may associate additional lawyers to assist in representing me and prosecuting my cause of action. Prior to the association becoming effective, I shall consent in writing to the terms of the arrangement after being advised of (1) the identity of the lawyer or law firm involved, (2) whether the fees will be divided based on the proportion of services rendered or by lawyers agreeing to assume joint responsibility for the representation, and (3) the share of the fee that each lawyer or law firm will receive or, if the division is based on the proportion of services performed, the basis on which the division will be made. The association of additional attorneys will not increase the total fee I will owe. No association will take place without my consent.
9. I understand and agree that ATTORNEYS may be representing more than one client in this matter and they have disclosed the following aspects of joint representation:
  - (a) I might gain or lose some advantages if I was represented by separate counsel;
  - (b) ATTORNEYS cannot serve as advocates for one client against another client. If there is a dispute between me and another client, ATTORNEYS cannot act on behalf of either of us;
  - (c) ATTORNEYS must deal impartially with every client;
  - (d) information received by ATTORNEYS from or on behalf of any jointly represented client concerning the matter may not be confidential or privileged as between the jointly represented clients;
  - (e) I understand that I cannot require ATTORNEYS to disclose any confidences that have been revealed to them by other clients and
  - (f) if a conflict arises between the clients, ATTORNEYS might not be able to continue representing any of the clients involved.

**KNOWING THIS, I CONSENT TO ATTORNEYS REPRESENTING MORE THAN ONE CLIENT IN THIS CASE. \_\_\_\_\_ (Initials)**

10. ATTORNEYS' compensation shall not exceed any limits on compensation imposed by law. The contingent percentage of recovery set forth in this paragraph is not set by law, but is negotiable between ATTORNEYS and CLIENT prior to signing this agreement.
11. ATTORNEYS may seek appointment by the Court as class counsel, and agree to undertake the representation of all members of the plaintiff class. ATTORNEYS emphasize class action practice and therefore reserve the right to determine litigation tactics on behalf of all clients, and the class. CLIENT understands that if a dispute arises between or among clients of the firm, ATTORNEYS cannot act on behalf of any CLIENT in connection with that dispute.

It is also understood that if a difference of opinion arises between CLIENT and ATTORNEYS, on a significant issue, ATTORNEYS shall have the right to withdraw as CLIENT'S counsel of record. Likewise, CLIENT has the right to discharge ATTORNEYS as CLIENT'S individual counsel, but CLIENT understands that class counsel serves by order of the Court. In the event that CLIENT discharges ATTORNEYS as CLIENT'S individual representative, ATTORNEYS are entitled to seek reimbursement for, and recovery from, CLIENT in *quantum meruit* for work actually performed and completed by ATTORNEYS during the period of ATTORNEYS' representation of CLIENT.

12. CLIENT understands the effect of joint representation on ATTORNEY-CLIENT confidentiality. ATTORNEY-CLIENT communications are privileged and are protected against disclosure to a third party. Under this agreement, CLIENT may be one of multiple Plaintiffs being jointly represented by ATTORNEYS. By entering into this agreement, CLIENT waives any right CLIENT may have to require that ATTORNEYS disclose to CLIENT any confidences ATTORNEYS have obtained from any other Plaintiff in connection with the subject matter of this agreement.
13. I agree to cooperate with ATTORNEYS to permit my claims to be investigated and developed; to disclose to ATTORNEYS all facts relevant to my claim, and to be reasonably available to attend any necessary meetings, vehicle inspections, depositions, preparation sessions, hearings and trial. I agree to notify ATTORNEYS in writing of each change in my mailing address during the term of their representation of me, within seven (7) days of each such change of address. When the case is over, ATTORNEYS will provide me the opportunity to retrieve any documents and/or materials that I have provided or that ATTORNEYS have obtained from other sources in connection with my case. However, if I have not retrieved those documents and/or materials within ninety (90) days after ATTORNEYS have given me written notice that the case is over and that those documents and/or materials are available to me, ATTORNEYS may dispose of those documents and/or materials.

\_\_\_\_\_  
(Initials) **I further understand that the file created by ATTORNEYS during their representation of me in connection with this matter is my property and belongs to me. By this power of attorney, I direct ATTORNEYS to destroy my file created in connection with this matter six months after the matter is concluded, unless otherwise specifically instructed by me.**

14. I understand that the **Law Office of RICHARD SCHECHTER, P.C.** and **ERNEST "BO" HOPMANN, III, Attorney at Law**, are not specialized in, nor do they give tax advice and that they recommend the retention of a Certified Public Accountant (C.P.A.) or qualified tax lawyer with regard to any questions about the taxability of any proceeds that are received from the prosecution of this claim.

15. This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assignees. If more than one person signs this contract, the singular shall be taken to mean the plural also.
16. This Contract constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.
17. This agreement shall be construed in accordance with the laws of the State of Texas. If one or more of the provisions contained in this agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this agreement shall be construed as if the invalid, illegal or unenforceable provision did not exist.
18. I have carefully read this five (5) page POWER OF ATTORNEY. I understand its provisions. I have had the opportunity to ask questions about any part of the document I do not understand. I freely and voluntarily sign this POWER OF ATTORNEY without offer or promise of anything. I further acknowledge receipt of a copy of this POWER OF ATTORNEY.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_.

**APPROVED IN FULL BY THE FOLLOWING CLIENT(s):**

\_\_\_\_\_  
CLIENT SIGNATURE

\_\_\_\_\_  
CLIENT SIGNATURE

Printed Name(s): \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Nos. \_\_\_\_\_

**AGREED TO AND ACCEPTED BY:**

THE LAW OFFICE OF RICHARD SCHECHTER, P.C.

By: \_\_\_\_\_

ERNEST "BO" HOPMANN, III, ATTORNEY AT LAW

By: \_\_\_\_\_

**NOTICE TO CLIENTS:** The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against nor dispute with a lawyer involves professional misconduct, the State Bar's Office of General Counsel will provide you with information about how to file a complaint. For more information, please call 1-800-932-1900. This is a toll-free phone call.

## DUTIES OF CLASS REPRESENTATIVES

1. A class representative represents the interest of all members of the class in litigation to recover money damages for the class.
2. A class representative has claims which are typical of those of the class, and thus involve common issues of law or of fact. For example, as a class representative, your claims against the defendants are typical of the class claims against them, because each class member incurred damage or injuries as a result of a common event.
3. A class representative always considers the interests of the class just as the class representative would consider his or her own interests.
4. A class representative participates actively in the lawsuit, such as by testifying at deposition and trial, answering written interrogatories, and by keeping generally aware of the status and progress of the lawsuit.
5. 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.
6. A class representative accepts the possibility that, in the event the case is lost, the court may assess certain of defendants' costs of litigation against the class representatives.
7. A class representative is not required to be particularly sophisticated or knowledgeable with respect to the subject of the lawsuit. However, the class representative should be interested, on a continuous basis, in the progress of the lawsuit, and must make every effort to provide class counsel and the court with all relevant facts of which the class representative is aware.
8. A class representative volunteers to represent many other people with similar claims and damages, because the class representative believes that it is important that all benefit from the lawsuit equally, because a class lawsuit will save time, money, and effort, and thus will benefit all parties, and the court, and because the class action is an important tool to assure compliance with the law, applicable standards and duties of care, and to ensure just compensation to all those similarly situated.

I have reviewed and acknowledge my duties as a class representative in the proceeding relating to my **Claims Against General Motors**.

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CLIENT SIGNATURE

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DATE