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***Antitrust and Consumer Class Action Settlements Monitoring and Recovery
Services Agreement***

On this ____ day of _____ 2020, _____, and related entities,* located at _____ (FEIN # _____) (“Claimant”), and Grabar, LLC, and its affiliated persons, firms and entities (collectively “Agent”) agree as follows with respect to any antitrust or consumer class action settlement:

Scope of Limited Agency Relationship. The Claimant appoints Grabar, LLC as exclusive recovery Agent with full assignment authority to prepare and submit Claimant’s claim for settlement.

1. **Authority of Attorney:** Claimant hereby appoints Grabar, LLC as its Agent with the authority to act for Claimant in any lawful way with respect to filing and processing claims on behalf of Claimant, its related entities, subsidiaries, affiliates and successors in interest, with respect to the aforementioned Litigation. Grabar, LLC is authorized to correspond and communicate directly with class counsel and the claims administrator appointed in the Litigation on Claimant’s behalf and Claimant further instructs the claims administrator to direct all communications and any financial recovery directly to Grabar, LLC.
2. **Agent’s Duties:** Grabar, LLC as Agent agrees to make all reasonable efforts to file complete and accurate claims, and to secure payment of the claims on behalf of the Claimant relative to this Litigation. Claimant has been informed of its right to file a claim on its own behalf, but has decided to hire Grabar, LLC to file its claim for settlement.
3. **Permission to Obtain Records:** Claimant hereby authorizes Grabar, LLC to request, gather and/or copy all necessary documents and data to complete the claim.
4. **Agent’s Compensation:** In consideration for identifying potential claims on behalf of Claimant and/or for filing claims on behalf of Claimant, Claimant agrees to pay Grabar, LLC _____ percent (___%) of all proceeds received as payment for all claims filed pursuant to this agreement. Any and all costs associated with recovering relevant settlement proceeds for Claimant pursuant to this agreement will be incurred by Grabar, LLC. There will be no compensation due to Grabar, LLC in the event the Claimant does not recover funds for its claims.
5. **Distribution of Recovery and Payment of Agent’s Compensation:** Claimant agrees that any and all proceeds shall be paid directly to Grabar, LLC or affiliated persons and entities as Agent of Claimant by the claims administrator. Claimant instructs the claims administrator to make any recovery payable to both Grabar, LLC and Claimant. Grabar, LLC will deposit any and all proceeds into Agent’s bank account and disburse Claimant’s recovery less Agent’s compensation owed by Claimant under this agreement within 15 days after the receipt of the proceeds by Agent.
6. **Construction, Jurisdiction and Arbitration:** This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania as an agreement executed and to be performed entirely therein without references to principles of conflict of law. The

parties agree that any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of arbitration shall be Philadelphia, Pennsylvania.

7. **Entire Agreement:** This agreement and the Limited Power of Attorney constitute the only agreements relating to the subject matter described herein between the parties hereto and supersede any and all other previous agreements relating to this subject matter. This agreement cannot be modified or changed by either party unless the modification is in writing and is signed by both parties hereto.

8. **Disclaimer:** Grabar, LLC is a private firm and is not affiliated with the claims administrator or any other parties associated with this settlement. As stated in Paragraph 4 above, Grabar, LLC charges a contingency fee for its services, including assisting Claimant in filing a claim or claims for settlement. Claimant is not required to use the services of Grabar, LLC in filing such a claim or claims but has voluntarily chosen to do so. There is no guarantee the Claimant will recover any money from settlement(s) related to the matter. Neither Claimant nor Grabar, LLC shall be liable or obligated with respect to any claim arising out of or related to this Agreement, the subject matter of or services provided under this Agreement under any contract, negligence, strict liability or other legal or equitable theory for any amounts in excess of the aggregate of the compensation paid to Grabar, LLC.

Date _____

Name:
Title:
On behalf of:
Address:

Tel:
Email:

Date _____

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* Related Entities include those attached hereto as Exhibit A.