

CLAIM RECOVERY AUTHORIZATION

Lexco Capital Partners LLC dba Class Action Capital (“CAC”) thanks you for choosing us as your exclusive agent to prepare and file your company’s claim(s) in the CRT Indirect Purchaser Settlement, *IN RE: CATHODE RAY TUBE (CRT) ANTITRUST LITIGATION*, Master File No. CV-07-5944-SC MDL No. 1917 and *IN RE: POLYURETHANE FOAM ANTITRUST LITIGATION*, Index No. 10-MD-2196 MDL Docket No. 2196 (“Settlement”). The following are the governing terms and conditions (“Claim Authorization”):

1. I am authorized to enter into a binding contract on behalf of the Company listed below and all its related entities, subsidiaries and locations. (“Company”). I understand (a) CAC’s fee is a percentage of my financial recovery; (b) I do not have to hire a third-party Claim consultant and (c) I am entitled to file my own claim on my own without incurring any fee; (d) additional information can be found on the official court approved website, www.crtclaims.com or www.polyfoamclassaction.com, including contact information for class counsel and/or the claims administrator.
2. Company hires CAC to be its exclusive agent to assist in preparing and filing a claim for the Settlement (“Claim(s)”). Company authorizes CAC to request and receive limited information from Company and relevant third-parties necessary to fulfill CAC’s duties under this Claim Authorization including, but not limited to, preparing Claim(s), filing Claim(s) and communicating with settlement administrators regarding Company’s Claim(s).
3. Company authorizes settlement administrators appointed in the Settlement to direct all communications and to send all correspondence, including Company’s financial distributions payable to both Company and CAC, directly to CAC. This Claim Authorization does not obligate CAC to file Claim(s) for Company should Company or third parties not provide CAC with information needed or if Company is not eligible.
4. CAC’s status is that of an independent contractor and not of an employee of Company. This is not a contract for legal services. CAC is not a law firm and this Claim Authorization does not provide for Company’s legal representation.
5. Company agrees to pay CAC a fee of **25% (“Commission”)** of Company’s aggregate gross recovery received as payment for Claim(s) filed by CAC on behalf of Company (“Gross Recovery”) pursuant to this Claim Authorization. CAC’s Commission is contingent upon Company receiving proceeds and if Company receives no proceeds, for any reason, CAC is not entitled to a Commission. CAC’s Commission is all-inclusive and no expenses will be charged to Company.
6. Company understands that the Gross Recovery will be paid to CAC, deposited into a CAC account and CAC will deduct its Commission before distributing the Company’s share. Company will receive an itemized summary, including copy of original check from the settlement administrator, which lists the Gross Recovery, Commission and final amount due to Company.
7. CAC will use the documentation and information gathered from or on behalf of Company pursuant to this Claim Authorization (“Claim Information”) solely for the purpose of pursuing Company’s recovery under the Settlement. CAC will not use the Claim Information for any other purpose whatsoever. CAC will keep Company’s Claim Information confidential and will not disseminate, sell, transfer, share, communicate, or make this Claim Information available to any party other than the Claim(s) Administrator or other third party, and to them only for the purpose of securing Company’s recovery under the Settlement.
8. Company understands that CAC will use reasonable efforts to pursue Company’s recovery under the Settlement. Company understands that CAC cannot guarantee any particular expected recovery or increase in recovery. To the extent permitted by applicable law, CAC disclaims all express or implied warranties, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.
9. In no event shall either Party’s maximum liability, in connection with this Agreement, exceed an aggregate limit of the total sum of Commissions actually paid to CAC by Company pursuant to the terms of this Agreement in the twelve (12) month period preceding the claim giving rise to any such liability, regardless of the legal theory under which such liability is imposed. Neither party’s damages will include any costs of procurement of substitute services or for any incidental, punitive, or consequential damages.
10. Any dispute, claim or controversy arising out of or relating to this Claim Authorization or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the State of Alabama before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
11. This Claim Authorization shall be governed by the laws of Alabama without reference to its choice of law provisions. Company and CAC agree that any and all disputes, Claim(s) or controversies arising out of or relating to this Claim Authorization may be brought in any State or Federal Court located in the State of Alabama.
12. This Claim Authorization supersedes any verbal agreements or understandings or other written agreements between the parties. It represents the entire agreement between the parties.
13. Signing below and submitting an application for services is not a contract but is an application for CAC’s services subject to CAC’s review and approval.
14. I certify that I am NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding, (b) I/we have not been notified by Internal Revenue Service (IRS) that I/we is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. (Please do not sign this claim authorization if you are subject to backup withholding, as we will provide another agreement).

Company Representative

Signature _____ Date _____

Print _____ Title _____

Class Action Capital Representative

Signature _____ Date _____

Print _____ Title _____

CLAIM RECOVERY AUTHORIZATION

COMPANY INFORMATION

First Name	
Last Name	
Title	
Legal Company Name & DBA	
Street Address	
City	
State	
Zip	
Email Address	
Phone	
Fax	
Tax ID (EIN)	
Number of Employees (current)	
Please circle products you believe your company purchased	TVs Computer Monitors Mattresses/BoxSpring/Mattress Topper Pillows
	Carpet (underlay) Upholstered Furniture (sofa, sofa-sleeper, recliner, etc.)
Please list any of your other company names, DBAs or subsidiaries that may have purchased between 1995-2007 Computer Monitors and/or Televisions or between 1999-2015 mattresses, pillows, upholstered furniture or carpet and the state each is, or was, located.	