



WILSHIRE LAW FIRM, PLC

3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010
Tel: (213) 381-9988
Fax: (213) 381-9989

Bobby Saadian, Esq. JD/MBA
Colin M. Jones, Esq.
Daniel B. Miller, Esq.
Nicol Hajjar, Esq.
Jon Teller, Esq.
Marc Smith, Esq.
Greg Ryan, Esq.

ATTORNEY-CLIENT FEE AGREEMENT
ATTORNEY-CLIENT CLASS ACTION FEE AGREEMENT

This document (the "Agreement") is the written fee contract that California law requires lawyers to have with their clients.

1. Conditions. This Agreement will not take effect until WILSHIRE LAW FIRM ("WLF"), ("the Attorneys") have received a signed copy of the Agreement, it has been countersigned by the Attorneys, and the client has been provided a fully executed copy of the Agreement.

2. Scope of Services. _____ ("You" or "Your") hereby hire and retain the Attorneys as attorneys to represent You in your claims against Sabre Corporation, and any individuals and/or other entities related to, associated with and/or operating in conjunction with them, or entity that used their services or technology (collectively "Defendants") related to the data breach from on or about August 10, 2016 to March 9, 2017 in any of the hotels within the continental United States. The Attorneys will provide legal services to You on the terms set forth herein. The representation shall include all factual and legal research, negotiations with interested parties, preparation of pleadings, and all court appearances through trial, any post-trial motions, and entry of judgment in this case.

The Attorneys will provide those legal services reasonably required to represent You and the potential class in this matter. The Attorneys will take reasonable steps to keep You informed of significant developments relating to your matter and respond to Your inquiries. Unless You and the Attorneys make a different agreement in writing, this agreement will govern all future services the Attorneys agree to perform for You.

3. Services Not Covered By This Agreement. This Agreement does not cover other related claims, appeals, writs, execution on any judgment, or other legal services that may arise. If additional services are necessary in connection with Your claims and You request that the Attorneys perform such services, a separate written fee agreement must be made between the Attorneys and You. Such additional services may be required, for example, in bringing any additional complaints against other potential defendants, or in defense of a lawsuit, cross-complaint or other cross demand filed against You in connection with the above-referenced matter.

4. Client's Duties. You agree to be truthful with the Attorneys, to cooperate, to keep the Attorneys informed of developments, to abide by this Agreement, and to keep the Attorneys advised of Your address, telephone number and whereabouts.

You also agree to preserve, retain and make available to the Attorneys any and all paper, electronic and other types of documents, data and tangible things that you presently have in your possession while your matter and any appeals thereon are pending. "Documents, data, and tangible things" is to be interpreted broadly to include writings; records; files; correspondence; reports; memoranda; calendars;

diaries; minutes; electronic messages; voicemail; E-mail; telephone message records or logs; computer and network activity logs; hard drives; backup data; removable computer storage media such as tapes, disks,

and cards; printouts; document image files; Web pages; databases; spreadsheets; software; books; ledgers; journals; orders; invoices; bills; vouchers; checks; statements; worksheets; summaries; compilations; computations; charts; diagrams; graphic presentations; drawings; films; charts; digital or chemical process photographs; video, phonographic, tape, or digital recordings or transcripts thereof; drafts; jottings; and notes. Information that serves to identify, locate, or link such material, such as file inventories, file folders, indices, and metadata, is also included in this definition.

“To preserve and retain” is to be interpreted broadly to accomplish the goal of maintaining the integrity of all documents, data, and tangible things reasonably anticipated to be subject to discovery under the discovery rules in this action. Preservation includes taking reasonable steps to prevent the partial or full destruction, alteration, testing, deletion, shredding, incineration, wiping, relocation, migration, theft, or mutation of such material, as well as negligent or intentional handling that would make material incomplete or inaccessible.

Since this case is a potential class action, You additionally agree as follows:

- (a) To represent the interests of all members of the potential and/or certified class in litigation to recover money damages or obtain injunctive relief for the potential class;
- (b) To make claims that are typical of those of the potential and/or certified class, and thus involve common issues of law or fact;
- (c) To always consider the interests of the potential and/or certified class just as You would consider Your own interests and in some cases to put the interests of the potential and/or certified class before Your own interests. This means that You agree to serve as a fiduciary to the potential and/or certified class;
- (d) To always actively participate in the lawsuit, as necessary, by, among other things, answering interrogatories, producing documents to the defendants, and giving deposition and trial testimony if required;
- (e) To travel if required to give such testimony set forth in Paragraph 4(d);
- (f) To recognize and accept that any resolution of the lawsuit, by dismissal or settlement, is subject to approval by the Court and/or other adjudicating body, and must be designed in the best interest of the potential and/or certified class as a whole;
- (g) To follow the progress of the lawsuit, to be familiar with the basics of and understand the gravamen of the potential and/or certified class claims and to provide all relevant facts to the lawyers for the potential and/or certified class even though You are not required to be particularly sophisticated or knowledgeable about the subject of the lawsuit and You are not required to be intimately familiar with every factual and legal issue in the case; and
- (h) To volunteer to represent or champion many other people with similar claims and injuries because of the importance of the case and the necessity that all potential and/or certified class members benefit from the lawsuit equally and that the savings of

time, money, and effort should benefit all parties and the Court and/or other adjudicating body.

You understand and agree that Your failure to comply with any of your duties described above will constitute a material breach of this Agreement. You further understand and agree that, pursuant to Paragraph 10 below, any such breaches of your duties herein will permit the Attorneys to withdraw from representing You in the matter to which this Agreement applies.

5. Legal Fees and Billing Practices. The legal fees herein are not set by law but are negotiable between attorney and client.

The Attorneys will be compensated for legal services rendered only if a recovery is obtained. If no recovery is obtained, the Attorneys will receive no legal fees. When appropriate, the Attorneys will submit their request for legal fees and costs to the Court, and the Court will review the request and make a determination concerning the amount of fees and costs to be awarded to the Attorneys for their work on behalf of You and/or the potential and/or certified class.

Except as otherwise provided herein or except as otherwise ordered by a Court in class action proceedings, the fees to be paid to the Attorneys will be a percentage of the total recovery in any matter(s) the Attorneys handle pursuant to this Agreement (“Total Recovery”). The Total Recovery means cash and anything of value received as a result of the Attorneys’ representation no matter how characterized, no matter when paid and whether paid by any person or by any third party. The Total Recovery is the gross recovery and/or future recovery that is obtained, awarded, negotiated or otherwise obtained as a result of the Attorneys’ representation. The Total Recovery includes but is not limited to any damages, money, payments, consideration, royalties, licensing fees, options, stock, property, receivables, obligations, equitable relief and/or injunctive relief obtained as a result of the Attorneys’ representation. For a recovery that involves relief other than a cash payment, a reasonable cash value will be determined in good faith, and the below fee scale will be applied to that value.

The Attorneys’ fee scale for Your claims is as follows:

- i. If the Attorneys obtain a recovery at any time between Your execution of this Agreement and 60 days before the first date set for trial, the Attorneys’ legal fees shall be 33.33% of the Total Recovery. For illustrative purposes only, if the Total Recovery is \$1,000 at any time between Your execution of this Agreement and 60 days before the first date set for trial, the Attorneys’ legal fees will be \$333.33; and
- ii. If the Attorneys obtain any recovery at any time after 60 days before the first date set for trial, the Attorneys’ legal fees shall be 40% of the Total Recovery. For illustrative purposes only, if the Total Recovery is \$1,000 at any time after 60 days before the first date set for trial, the Attorneys’ legal fees will be \$400.

6. Costs. The Attorneys agree to advance costs on Your behalf for Your claims, subject to reimbursement of such costs only if there is any recovery as a result of a negotiation, settlement, judgment or otherwise. You agree to reimburse the Attorneys out of the amount of recovery that remains after the Attorneys’ legal fees are subtracted from the Total Recovery. For illustrative purposes only, if Your Total Recovery is \$1,000 at any time within 60 days of Your execution of this Agreement and the Attorneys

incurred \$100 in costs, the Attorneys' legal fees will be \$333.33, the Attorneys' cost reimbursement will be \$100 and Your recovery will be \$566.67.

Such costs include, but are not limited to, any or all of the following items: Court filing fees; process serving fees; fees to private investigators; fees for experts for consultation and/or for appearance at deposition or trial; jury fees; transcript fees, graphics, video and trial exhibit costs, mail, messenger and other delivery charges; parking fees; mileage (calculated using standard IRS mileage rates then in effect), long distance telephone charges, and photocopying charges (at \$0.15 per page). Please note that the foregoing list is not exclusive and other items may also be necessary. Costs and expenses paid to third parties are accounted for and charged at cost.

All costs and expenses will be accounted for and incurred in the Attorneys' discretion to be reimbursed pursuant to this Agreement. You authorize the Attorneys to incur all reasonable costs and to hire any investigators, consultants or expert witnesses reasonably necessary in the Attorneys' sole judgment. The Attorneys shall be obligated to obtain Your consent before incurring any costs or in retaining outside investigators and/or experts.

7. Attorney May Associate Counsel. Client agrees that at no additional fee, Attorney may associate counsel as needed and may share the above described legal fees with the associated counsel.

8. Awards of Attorneys' Fees and/or Costs if Class Action Is Certified. If any aspect of Your case is certified and proceeds as a class action, the Court and/or other adjudicating body will be required to review and to approve any payment of attorneys' fees and/or reimbursement of costs incurred for pursuing the case. In this process, You understand that the Court and/or other adjudicating body may analyze and award attorneys' fees applying a different fee calculation methodology than the fee calculation methodology provided in this Agreement. For example, instead of awarding attorneys' fees based on a percentage of the Total Recovery as is set forth herein, the Court and/or other adjudicating body may award attorneys' fees by applying a lodestar analysis that takes into consideration the Attorneys' hours expended in the case, the Attorneys' hourly rates and a reasonable multiplier. Should the Court and/or other adjudicating body calculate and apply an attorney fee award using a methodology that differs from the methodology in this agreement, the amount of attorneys' fees and costs determined by the Court and/or other adjudicating body to be awardable shall constitute the total attorneys' fees and costs payable. No additional attorneys' fees or costs shall be payable by You.

In addition, if any aspect of Your case is certified and proceeds as a class action, any division of attorneys' fees will be disclosed to the Court and/or other adjudicating body as part of the Attorneys' application for an award of attorneys' fees and/or reimbursement of costs incurred for pursuing the case.

9. Awards of Attorneys' Fees and/or Costs if Class Action Is Not Certified. A Court and/or other adjudicating body may award reimbursement of attorneys' fees and/or costs in the course of litigation of this matter. You understand that the amount that a court or other adjudicating body may order as costs and/or attorneys' fees is the amount the court or other adjudicating body believes You are entitled to recover and does not necessarily determine what costs and/or attorneys' fees You are required to reimburse and/or pay to the Attorneys or that the costs and/or attorney fees that were allowed were reasonable. Any such costs awarded shall be credited against the cost amount that You are to reimburse the Attorneys from Your recovery. Any such attorneys' fees awarded shall belong to the client but shall be added to the Total

Recovery amount, and the Attorneys' legal fees shall be computed pursuant to the fee scale set forth in paragraph 5 of this Agreement.

10. Multiple Client Representation, Conflicts of Interest, Settlement, and Aggregate Settlement. This lawsuit may be filed as a multi-plaintiff case in which the Attorneys may represent multiple victims of the same incident individually and as proposed and/or certified class representatives. Each representative has the same duty to protect the interests of the class as a whole. You understand that additional plaintiffs may be added to the case in the future, and you consent to the Attorneys adding additional plaintiffs and/or certified class representatives to the lawsuit as proposed if the Attorneys deem that to be reasonable or desirable and in the best interests of the potential and/or certified class.

There is always a potential for conflicts of interest to arise when a lawyer represents more than a single client in a lawsuit. At the present time, the Attorneys are not aware of facts or circumstances making it reasonably likely that an actual conflict of interest might develop between You and other potential named plaintiffs or between You and the potential and/or certified class in this case. Likewise, You have not brought to the Attorneys' attention any facts or matters that suggest that any conflict of interest exists or might arise in the future. However, the risk is always present, and currently unforeseen conflicts could potentially arise in the future.

The Attorneys owe a duty of loyalty to each of their clients and to the potential and/or certified class. The duty of loyalty requires the Attorneys to act in each client's best interest, and in the best interest of the potential and/or certified class as a whole. The Attorneys cannot give legal advice to one client that might be detrimental to the other client. Nor can the Attorneys represent one client in a disagreement with another client. If any of these circumstances arise, and in the absence of further client consent, the Attorneys may be required to withdraw from the representation of You and You would be required to obtain independent legal counsel.

The Attorneys also have a duty to protect client confidential information. Where two or more clients are jointly represented in the same case, such confidential information is shared between the joint clients. This means that if one client has confidential information that the client does not want shared with the other client, then separate legal representation shall be obtained.

Conflicts of interest may also arise if the Attorneys are given conflicting instructions from its clients regarding case strategy, including whether or not to settle the case and on what terms. You understand that the Attorneys must protect the interests of the potential and/or certified class, and that the Attorneys must take those steps that they determine are in the best interest of the potential and/or certified class. The Attorneys cannot act as Your lawyer in resolving any disagreements or conflicting instructions between You, other jointly-represented plaintiffs and/or other potential and/or certified class representatives. If such disagreements or conflicts arise, You will be required to resolve the disagreements among yourselves, without or without independent legal counsel, and provide the Attorneys with a common set of instructions. In the event you cannot agree and the Attorneys continue to receive conflicting instructions, the Attorneys may be required to withdraw from the representation of Your interests. This may result in Your having to hire new legal counsel and incur unanticipated expenses. In addition the Attorneys' withdrawal may come at an inconvenient time, and delays harmful to Your interests may be encountered as a result of Your need to hire new counsel.

You understand and agree that if a conflict of interest arises between You and other jointly-represented plaintiffs, between You and potential and/or actual class representatives or between You and the potential and/or certified class, the Attorneys shall have the right to withdraw from representing Your individual interests, but may continue to represent the other jointly-represented plaintiffs, the remaining potential and/or certified class representatives and/or the potential and/or certified class. You also understand that under such circumstances, the Attorneys may act adverse to Your interests in continuing to represent these other parties. You consent in advance to this potential adversity, and agree not to seek to disqualify the Attorneys on the basis that they are acting adverse to You as a former client if they continue to represent the other jointly-represented plaintiffs, the remaining potential and/or certified class representatives and/or the potential and/or certified class.

During the course of litigation, there may be settlement discussions with the Defendants. The Defendants may make an aggregate settlement offer, meaning that they may offer a lump sum of money in settlement of **all** of the claims at issue, including Your claims, any other jointly-represented plaintiffs' claims, any potential and/or actual class representatives' claims and the potential and/or actual class members' claims. Another aggregate settlement possibility is that the Defendants may offer a sum certain to each individual claimant. An aggregate settlement may be insufficient to compensate each claimant individually and disagreements may arise concerning how to allocate, or divide, an aggregate settlement.

If any aspect of Your case is certified and proceeds as a class action and an aggregate settlement is reached, the Attorneys will be required to disclose and seek the Court and/or other adjudicating body's approval of such an aggregate settlement, including the methodology for distributing any such settlement.

You acknowledge and understand the potential conflicts of interest discussed above, and You agree to waive the potential conflicts of interest which arise from the Attorneys' representation as discussed above.

11. Discharge or Withdrawal. You may discharge the Attorneys at any time on written notice to the Attorneys, and the Attorneys will immediately cease to render additional services after receiving such notice. The Attorneys will fully cooperate with any successor law firm.

The Attorneys may withdraw from its representation of You (i) with Your consent, (ii) on court approval, (iii) if You are in material breach of this Agreement. (iv) if You refuse to cooperate with the Attorneys on any material matter or fail to follow the Attorneys' reasonable advice on a material matter, (v) based on any fact or circumstance that would render the Attorneys' continuing representation of You unlawful or unethical or (vi) if no court action has been filed, upon reasonable written notice to You.

In the event the Attorneys withdraw with justification under this paragraph or if You discharge the Attorneys, the Attorneys shall be reimbursed for all documented and reasonable costs incurred by the Attorneys in connection with the matter in which the Attorneys represented You in accordance with this Agreement. In addition, out of any recovery You may subsequently obtain for any matter that was commenced by the Attorneys prior to termination, the Attorneys shall receive legal fees therefrom for the services the Attorneys rendered to the date of termination reflecting the reasonable good faith value of the Attorneys' legal services and as the Attorneys shall negotiate with the successor law firm (it being understood that in no event shall the aggregate legal fees payable to the Attorneys and all other lawyers exceed those percentages set forth above in paragraph 5, or those charged by successor counsel, whichever is greater). The attorney's lien that is set forth in paragraph 11 shall also apply to any sums due under this

paragraph. The Attorneys will not be entitled to any fees or other payment if You discharge them for good cause, which includes the Attorneys' material breach of this Agreement (which breach is not cured after 20 days' notice from You to the Attorneys) or unlawful or unethical behavior, or if the Attorneys withdraw for any reasons not permitted herein.

12. Lien. You hereby grant the Attorneys a lien on any and all claims or actions in which the Attorneys represent You under this Agreement. The Attorneys' lien will be for any sums owing to the Attorneys in accordance with this Agreement for any unpaid costs, or attorneys' fees, at the conclusion of the Attorneys' services, and acts as security for the payment of such sums. The lien will attach to any recovery You receive, whether by judgment, settlement, arbitration award or otherwise. The lien could delay payments to You if there are any disputes over the amounts to be paid to the Attorneys. Before signing this Agreement You may seek the advice of an independent lawyer of Your choice about the lien and all other aspects of this Agreement. Your right to do this is also set out in Paragraph 20, below.

13. Confidential Information. You understand that You may receive confidential information, including confidential information from or relating to other parties, in the course of the litigation and that such information is or may be subject to protective orders and/or attorney-client, work-product, joint-prosecution, and other applicable privileges. You agree not to disclose any such confidential information to the detriment of the litigation, except insofar as may be required in any dispute between You and the Attorneys or as otherwise required by law.

14. Express Consent to Electronic Communications. In order to maximize efficiency in this matter, the Attorneys intend to use state-of-the-art communications devices to the fullest extent possible (e.g., email, electronic document transfers, mobile devices and facsimile transfers). The use of such devices under current technology may place Your confidences and privileges at risk of inadvertent or unintended disclosure. However, the Attorneys believe the effectiveness involved in use of these devices outweighs the risk of accidental disclosure. By signing this letter, You acknowledge Your consent to the use of these devices.

15. Attorneys' Authority. In connection with the claims covered by this Agreement, subject to Your prior approval, You hereby give the Attorneys the power and authority to execute any and all claims, deposits, orders, and other papers that You could properly execute, and to receive on Your behalf any moneys or other things of value to which You may be entitled because of any judgment recovered or any settlement received.

16. Approval for Settlement. The Attorneys will not make any settlement or compromise of any nature of any of Your claims without Your prior approval or, if any aspect of Your case is certified and proceeds as a class action, the Court and/or adjudicating body's review and approval. So long as the Attorneys represent You in this matter, You agree that You will not make any settlement or compromise of any nature of any of Your claims in the matter without prior notice to and in consultation with the Attorneys.

17. Disclaimer of Guarantee. Nothing in this Agreement and nothing in the Attorneys' statements to You will be construed as a promise or guarantee about the outcome of Your matter. The Attorneys make no such promises or guarantees. Any comments about the outcome of Your matter are expressions of opinion only.

18. Arbitration. Although the Attorneys do not expect that any dispute will arise, in the unlikely event of any dispute concerning the Attorneys' representation, including disputes regarding the amount of fees or the quality of the Attorneys' services, You and the Attorneys shall first conduct a mediation under the rules of JAMS (Judicial Arbitration and Mediation Service) in Los Angeles, California. The cost of the mediation will be borne equally by both parties to this agreement. If You and the Attorneys cannot agree on the mediator, then JAMS shall have the authority to appoint one mediator so the mediation can be held.

If the mediation is unsuccessful then the dispute shall be determined by binding arbitration under the rules of JAMS in Los Angeles, California by one arbitrator, either agreed to between You and the Attorneys at the time of any dispute or appointed under the JAMS rules. The cost of the arbitration shall be initially borne equally by both parties. However, upon making a determination of the claims in arbitration, the arbitrator shall have the discretion to order that the costs of the arbitration, including fees and other costs—but not reasonable attorney fees—shall be borne by the losing party. You and the Attorneys further agree that all information concerning the facts, substance or result of any such mediation or arbitration shall remain confidential and not be disclosed except to the extent necessary to enforce the arbitration award or as otherwise permitted or required by law. Binding arbitration is different than a court proceeding. In binding arbitration, there is no right to a jury trial, no right to appeal, and the arbitrator is not required to follow the law.

***Note:** This Arbitration clause also applies to any disputes between the Attorneys, who shall be bound equally by this clause and all its provisions.*

19. Client File. You have a right to request your client file upon discharge of the Attorneys or the conclusion of your case. If the Attorneys represent more than one client in the matter, you understand and agree that the Attorneys will satisfy their obligation to release Your "client file" to You by providing You with a photocopy or electronic copy of files that pertain only to the Attorneys' representation of You on Your individual claims. However, the Attorneys will not be obligated to provide you with a photocopy or electronic copy of files that pertain to the Attorneys' representation of other clients in the matter and/or the potential and/or certified class to the extent those files are protected by the work product doctrine and/or attorney-client privilege that the Attorneys owe to the other clients and/or the potential and/or certified class. You agree to cooperate reasonably with the Attorneys in the event You request a copy of Your client file, to insure that the rights of any other clients represented by the Attorneys and/or the potential and/or certified class are not prejudiced.

20. Your Right to Consult with Counsel on This Agreement. You have the right to consult with counsel other than the Attorneys to advise You on this Agreement and any provision in it.

21. Informed Consent. You acknowledge that You had the opportunity to discuss the contents of this Agreement with independent counsel, and that You have read and understand this Agreement.

22. Severance. If any provision contained in this Agreement is held to be invalid, void or illegal by any court of competent jurisdiction, that provision will be deemed severed from the remainder of this Agreement. Such severance will in no way affect, impair or invalidate any other provision contained in this Agreement. If any provision is deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

23. Execution by Counterparts and Facsimile. This Agreement may be executed in counterparts and when You have signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and all counterparts taken together will constitute one and the same agreement, which will be binding and effective as to each of You and as to the Attorneys. Signatures by facsimile or by email in an electronic document are binding.

24. Effective Date. This Agreement will take effect when the conditions stated in Paragraph 1 are satisfied, but its effective date shall be retroactive to the date the Attorneys first performed services. The dates in the signatures lines of this Agreement are for reference only.

“Not valid until executed by a representative from Wilshire Law Firm”

WILSHIRE LAW FIRM

Dated: _____ By: _____

I have read and understood the foregoing terms and agree to them, as of the date the Attorneys’ first provided services. By signing this Agreement, I acknowledge receipt of a fully executed duplicate of this Agreement.

Dated: _____ Signature: _____

Name: _____

Address: _____

Telephone: _____

Email: _____