

Contingency Fee Retainer Agreement

Dear Client:

We look forward to working with you to pursue your potential claims against Rivian Automotive, Inc. ("Rivian"), or other related entity, in connection with your purchase of a 2022-2024 Rivian R1S or R1T. This agreement (the "Agreement") is between _____ ("You" or "Client") and Coleman Law PLLC d/b/a Greg Coleman Law (the "Firm").

You understand and authorize the Firm to proceed with filing your claim(s) as an individual arbitration rather than in a court.[1] Arbitration is a simplified means of pursuing a legal remedy in which claims are decided by an arbitrator rather than a judge or jury and is overseen by an arbitral organization such as the American Arbitration Association. Arbitration can be very different from a court case. Unlike a court case, there is no jury in arbitration, and there is limited discovery. Although we anticipate participating in arbitration on your behalf, this Agreement shall apply regardless of whether the claims are filed in arbitration, in court, or resolved by settlement prior to a filing in any forum.

The Firm will handle the above-referenced matter based upon a contingency fee arrangement pursuant to which the Firm's collective fee will be thirty-three and one-third percent (33.33%) of any recovery obtained in this matter, whether through settlement, arbitration award, or judgment. We reserve the right to associate with any co-counsel that we deem advisable or necessary for the proper handling of your claim. The Firm's fee will be split among the Firm and any firm(s) with whom we associate. This arrangement would not include any appeal that may be subsequently taken by any party. There could potentially be a basis to recover attorneys' fees from Rivian on your behalf. Should we be successful in doing so, the Firm's fee shall be the greater of: (1) total attorneys' fees awarded by the arbitrator or court; or (2) thirty-three and one-third percent (33.33%) of the total recovery (including attorneys' fees).

During the course of the Firm's representation of you, the Firm will incur ordinary expenses for things such as copies, postage, legal research (e.g., Westlaw, LexisNexis,

PACER), travel, etc. Typically, these costs are paid by the Client. However, the Firm will advance all such costs incurred in connection with its representation of you. The Firm will also incur costs that are not generated by the Firm, such as the filing fees with the arbitral organization or court, costs of experts, legal process outsourcing companies (i.e., service of process, document production, trial exhibits), and deposition costs (including transcripts). The Firm will be reimbursed for these costs if, and only if, we ultimately obtain a recovery on your behalf. Advanced costs are deducted from the recovery after the calculation of the contingency fee or other fees due to the Firm in accordance with the terms of this Agreement.

The Firm may at any time recommend that your case/arbitration not be continued for good and sufficient reasons including, but not limited to, little or no likelihood of success on the merits, or the lack of available sums, whether they be the assets of Rivian or applicable insurance coverage. If we recommend to discontinue, the Firm and/or its attorneys may withdraw from representation upon due notice. The Firm may also withdraw as counsel at any time if you breach the Agreement, refuse to cooperate with the Firm or to follow its advice on a material matter, or if any fact or circumstance exists that would render the Firm's continuing representation of you unlawful, unethical, or ineffective. Similarly, the Client may discharge the Firm at any time.

Additionally, the Client file and any materials compiled by the Firm during its representation of you will remain the property of the Firm upon conclusion of the representation. We will cooperate fully in furnishing a copy of relevant materials from the file to any successor attorney who you may retain. Additionally, we will maintain the file on your matter for at least six (6) years. Should you wish to obtain any information or materials from the file, including personal items furnished to us in the handling of your case (i.e., documents, photographs), these will be returned to you by request if the request is made within six (6) years after the conclusion of the representation.

Finally, we do not make any promises or guarantees regarding the outcome or conclusion of your claims.

If you have any questions about the foregoing, please advise. We would appreciate your returning a signed copy of this engagement letter to us for our files.


We look forward to working with you.

Very truly yours,

ss/ S. Jarret Raab

[1] Pursuant to the terms of the “Dispute Resolution—Arbitration, Class Action Waiver” provision (“Arbitration Provision”) contained in the Rivian Motor Vehicle Purchase Agreement (“Purchase Agreement”) between you and Rivian, the parties agreed to resolve any disputes relating to or otherwise arising out of the Purchase Agreement via binding individual arbitration rather than proceed with claims in court, and to waive their rights to a jury trial and to participate in any class action lawsuit. It is our understanding that you did not exercise your right to opt out of the Arbitration Provision.

Signature *



A rectangular signature field containing a blue ink signature and a pen nib icon. Below the signature is a horizontal line and a "Clear" button.

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Thank you for your submission and interest in this claim.

Unfortunately, we will not be able to move forward with your claim and have decided to respectfully decline representation.

We do hope you the best in seeking a resolution. If you need help in the future, please do not hesitate to reach out. We also encourage you keep an eye on other investigations we are pursuing which you may be interested in participating in.