

STATE OF MINNESOTA  
OFFICE OF THE ATTORNEY GENERAL

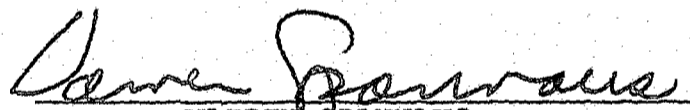
SPECIAL COUNSEL APPOINTMENT

KNOW ALL MEN BY THESE PRESENTS, That I, WARREN SPANNAUS, Attorney General of the State of Minnesota, by virtue of the authority vested in me by statute, have constituted and appointed

DAVID I. SHAPIRO  
(Morin, Dickstein, Shapiro & Galligan)

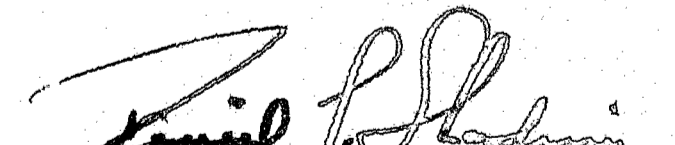
of Washington, D.C., as Special Counsel to the Attorney General for the purpose of handling all necessary legal work for the State of Minnesota and any political subdivisions represented by it in connection with claims against General Motors Corporation, Ford Motor Company and Chrysler Corporation arising out of the discontinuance by these manufacturers of fleet discounts on motor vehicles sold to the State and its political subdivisions, in the matter of State of Minnesota v. General Motors Corporation, Ford Motor Company, and Chrysler Corporation, and to serve at the pleasure of the Attorney General. This appointment shall be effective as of the 15th day of September, 1972, and is subject to the terms and conditions set forth in the attached Fee Agreement.

Executed in St. Paul, Minnesota, this 6th day of December, 1972.

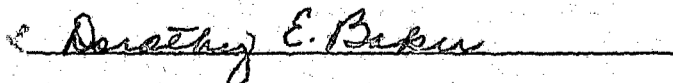
  
WARREN SPANNAUS  
Attorney General

District of Columbia ss.  
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

I, DAVID I. SHAPIRO, do solemnly swear that I will support the Constitution of the United States and of the State of Minnesota, and will faithfully discharge the duties of the Office of Special Counsel to the Attorney General to the best of my judgment and ability, so help me.

  
DAVID I. SHAPIRO

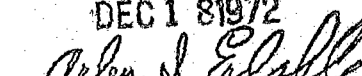
Subscribed and sworn to before  
me this 3d day of December, 1972.



My Commission Expires November 30, 1977

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED

DEC 1 8 1972

  
Secretary of State

24971

FEE AGREEMENT

THIS AGREEMENT by and between the State of Minnesota by and through its Attorney General Warren Spannaus, and David I. Shapiro and the firm of Morin, Dickstein, Shapiro & Galligan, Boston, Massachusetts, New York, New York, and Washington, D.C., hereinafter referred to as Special Counsel,

WITNESSETH:

WHEREAS, Attorney General Warren Spannaus has appointed Special Counsel as Special Counsel to the Attorney General in connection with the claims of the State of Minnesota and political subdivisions represented by it against General Motors Corporation, Ford Motor Company and Chrysler Corporation arising out of the discontinuance by these manufacturers of fleet discounts on motor vehicles sold to the State and its political subdivisions, in the matter of State of Minnesota v. General Motors Corporation, Ford Motor Company, and Chrysler Corporation.

NOW, THEREFORE, IT IS MUTUALLY COVENANTED AND AGREED:

1. Special Counsel, for and in consideration of the compensation hereinafter set forth, agrees to render all legal services necessary for the State of Minnesota and any political subdivisions represented by it in the above-named case including the prosecution of any necessary appeals and all necessary legal work required in connection with final disposition of the above case.

2. The services to be performed by Special Counsel shall be at the direction and under the supervision and control of the Attorney General, and the above case shall not be settled without the approval of the Attorney General. Special Counsel shall serve at the pleasure of the Attorney General.

3. Special Counsel shall be compensated on a contingency fee basis of fifteen percent (15%) of any sum recovered by verdict, settlement, or otherwise, on behalf of the State and any political subdivisions represented by it. If an attorney's fee is recovered pursuant to settlement or is awarded by the Court pursuant to Section 4 of the Clayton Act (15 U.S.C. Sec. 15), said fee shall become part of the fifteen percent

(15%) contingent attorney's fee so that in no case shall the compensation of Special Counsel exceed fifteen percent (15%) of any sum recovered. No other fee shall be paid or payable to Special Counsel or to any additional counsel retained by Special Counsel.

4. The agreement as to fees set forth above applies automatically only to the State's claim in its proprietary capacity. Whatever fees are applicable, not to exceed fifteen percent (15%), to the State's claim in its representative capacity on behalf of any political subdivision shall be subject to approval by the Court.

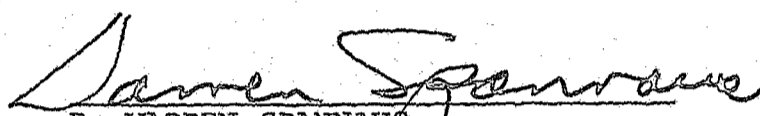
5. Since Special Counsel is now retained by other litigants who will participate in common aspects of this litigation, expenses and reasonable out-of-pocket disbursements incurred in the prosecution of this litigation will be allocated proportionately among the various litigants, except that ordinary and reasonable disbursements which are peculiar to any one litigant or group of litigants will be borne solely by that litigant or group. In accord with this arrangement, the Attorney General shall reimburse Special Counsel for the State's and any political subdivisions individual or proportionate share(s) of such expenses and reasonable out-of-pocket disbursements. Such expenses and out-of-pocket disbursements shall be payable by the Attorney General upon presentation by Special Counsel of an itemized statement together with such supporting data as may be requested by the Attorney General. Should disbursements exceed three thousand dollars (\$3,000) in any one year, or any unusual disbursement be contemplated, Special Counsel will not incur such disbursement unless and until Special Counsel has first received written authorization from the Attorney General.

6. Special Counsel shall refund to the Attorney General the State's and any political subdivision's individual or proportionate share(s) of expenses or reasonable out-of-pocket disbursements which may be assessed or imposed on the defendants and collected from them in accordance with an order of court or by any settlement, provided that the Attorney General has previously reimbursed Special Counsel therefor.

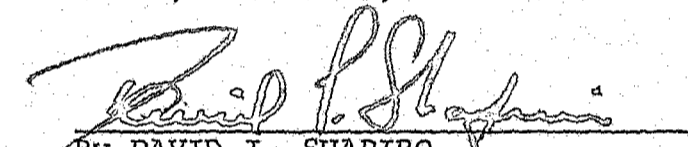
7. This fee agreement shall be effective as of the 15th day of September, 1972.

IN WITNESS WHEREOF, the State of Minnesota has caused this agreement to be executed by its Attorney General and David I. Shapiro of the firm of Morin, Dickstein, Shapiro and Galligan has hereunto set his hand.

STATE OF MINNESOTA

  
By WARREN SPANNAUS  
Attorney General

MORIN, DICKSTEIN, SHAPIRO & GALLIGAN

  
By DAVID I. SHAPIRO

Dated: December 3, 1972

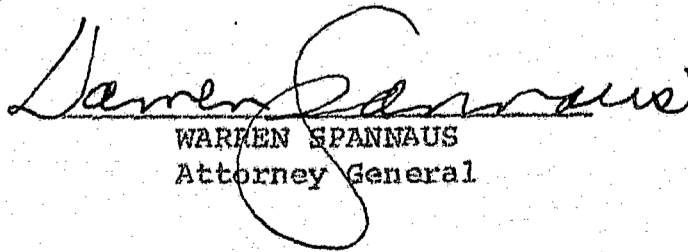
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TERMINATION OF APPOINTMENT OF SPECIAL ATTORNEY

The appointment filed with the Secretary of State on  
December 18 \_\_\_\_\_, 1972, of David I. Shapiro  
of Washington, D.C., ~~Minnesota~~, as special attorney(s) for the  
purpose of handling all necessary legal work for the State and any  
political subdivisions represented by it in connection w/claims against  
General Motors Corp., Ford Motor Co., and Chrysler Corp. arising out of  
the discontinuance by these manufacturers of fleet discounts on motor  
vehicles sold to the State and its political subdivisions, in the matter  
of State of Minnesota v. General Motors Corp., Ford Motor Co., and  
Chrysler Corp.

is hereby terminated.

Executed in St. Paul, Minnesota, this 15th day of  
February \_\_\_\_\_, 19 79.

  
WARREN SPANNAUS  
Attorney General

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED  
FEB 22 1979  
*James Anderson*  
Secretary of State  
24971