

Retention Agreement

The Rosen Law Firm P.A. has investigated this matter and believes that there is a valid legal and factual basis to prosecute this action against the defendants listed in the complaint. If our continuing investigation uncovers additional wrongs by the named defendants or if we uncover actionable wrongdoing by additional persons or entities, we will amend the complaint to add them as defendants and send the Client a copy of the amended complaint. The following is an outline of the terms under which The Rosen Law Firm, individually or in combination with other counsel, will represent you (the "Client") as a lead plaintiff.

By executing this Retainer Agreement ("Agreement") and the attached Certification, the Client agrees to serve as a lead plaintiff, pursuant to the terms and undertakings set forth in the attached Certification incorporated by reference herein, if so appointed.

1. Pursuant to this retainer agreement, The Rosen Law Firm agrees to represent the Client and other class members in this litigation on a fully contingent basis with respect to its fees. In addition, The Rosen Law Firm and other plaintiffs' counsel will advance all costs and expenses that plaintiffs' counsel deem necessary to prosecute the case. If the lawsuit generates a fund for the class, plaintiffs' counsel will seek their fees, costs, and expenses by application to the Court.
2. On behalf of the class and as a class representative, the Client acknowledges that plaintiffs' counsel may apply for a fee of up to 33 1/3% of the recovery plus disbursements, subject to court approval. "Disbursements" shall include but not be limited to costs of travel expenses, telephone, copying, fax transmission, depositions, investigators, messengers, mediation expenses, computer research fees, court fees, expert fees, other consultation fees and paralegal expenses. Any recovery in the litigation shall first be used to reimburse disbursements. In the event that the litigation is resolved by settlement under terms involving any "in-kind" payment, such as stock, the contingent fee agreement shall apply to such "in-kind" payment.
3. If there is no recovery for the class, there will be no obligation on the Client's part to pay any legal fees. If no recovery is obtained, the Client will owe nothing to The Rosen Law Firm for costs and other expenses. If the Court does not permit the case to proceed as a class action, we will mutually decide whether, and on what basis, the case will continue.
4. The Client understands that The Rosen Law Firm may seek Court approval to appoint the Client, in conjunction with possibly others who have made similar requests, as lead plaintiff(s) in the action which we propose to file on the Clients behalf, or in connection with subsequently filed actions arising out of the same facts.
5. If the Court does not appoint the Client as a lead plaintiff or the Client is not included as a plaintiff in the operative complaint in the case, then The Rosen Law Firm's representation of Client shall automatically terminate. The Rosen Law Firm shall promptly notify Client that the Court has appointed Client as a lead plaintiff or that Client is included as a plaintiff in the operative complaint in the case.

6. Any monies recovered from defendants on behalf of the class will be divided fairly among class members pursuant to a court-ordered plan of allocation that considers, among other things, the relative proportion of total losses incurred by the Client and each other class member. Under the rules governing class action litigation, while the lead plaintiff(s) recover according to the same formula as other class members, the Court may approve, upon application therefore, reimbursement of the lead plaintiffs' reasonable costs and expenses directly related to the representation of the class. Examples are lost wages and travel expenses associated with testifying in the action.
7. Client agrees to cooperate in the prosecution of the suit including providing documents to substantiate the Client's claim, and to cooperate in providing discovery information, including a deposition if necessary.
8. Client may terminate this Agreement as to The Rosen Law Firm, with or without cause and without penalty, by providing written notice of termination. The Rosen Law Firm may terminate this agreement if the Client fails to cooperate in the prosecution of this action or The Rosen Law Firm determines in its sole discretion that the time and resources needed to pursue the litigation successfully outweigh the potential recovery for Client or the Class given the likelihood of obtaining a judgment or settlement, the potential amount of any judgment or settlement, and/or the difficulty of collecting any judgment.
9. If the Rosen Law Firm is terminated for any reason, or the Client is terminated for lack of cooperation, The Rosen Law Firm shall be entitled (a) to be reimbursed, pursuant to paragraph 2 above, for reasonable out-of-pocket costs and expenses that they incurred, but only if and when recovery is obtained, and (b) to be paid such compensation as might be payable to them in accordance with this Agreement, but only if and to the extent and at the time compensation is payable to the Rosen Law Firm from any recovery in this litigation pursuant to paragraph 2 above.
10. The Client agrees that our files and papers compiled in connection with our investigation and prosecution of this matter constitute the work product and property of this firm over which the firm has complete control with respect to its use and/or disclosure.
11. In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the New York Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request. Under the rules of certain jurisdictions, to the extent such rules are applicable to this engagement, you may have the right to request binding arbitration of fee disputes in certain circumstances. If you are not entitled by law to request binding arbitration, then any disputes arising out of this Agreement shall be governed by the laws of New York and shall be brought and maintained in the Courts in the Borough of Manhattan, City of New York, New York which shall have exclusive jurisdiction thereof.
12. This Agreement, along with the signed Certification of Proposed Lead Plaintiff form, sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.