

MURRAY, FRANK & SAILER LLP

ATTORNEYS AT LAW

RETENTION AGREEMENT

This Retention Agreement sets forth the terms and conditions of our representation of you in the above-referenced class action.¹ You should read this letter carefully because it contains important information about your rights.

Upon execution² of this Retention Agreement by MURRAY, FRANK & SAILER LLP (“MFS”), we will represent you on a fully contingent basis as a proposed lead plaintiff or representative of a class in the above-referenced litigation for the purpose of seeking monetary damages and other relief. The court appointed lead plaintiff or class representative will monitor, review, and participate with counsel in the prosecution of the case. MFS shall consult with the appointed lead plaintiff or class representative concerning all substantive matters related to the case, including, but not limited to, the complaint, dispositive motions, and settlement.

If, and only if, the lawsuit recovers a fund or a non-monetary benefit on behalf of a settlement class in this action will MFS seek payment of our attorney’s fees from the fund. Any fee we receive must be approved by the court. During the course of this case we may, without notice to you, employ and/or work with other law firms, whose fees will also be paid from the same fund in proportion to the benefit they provide to the class. Courts generally award up to 33.3% of any recovery as attorney’s fees. If there is no recovery there will be no fee for representing you or the class.

MFS will also advance all costs and expenses that we, at our sole discretion, deem necessary to prosecute the case. These costs and expenses typically include items such as the cost of expert witnesses and consultants, notice to the class, claims processing, travel, deposition or trial transcripts, telephone, copying, and the like. If the lawsuit recovers a fund for the class, we will ask the court to have our costs and expenses paid from the fund. In the event a dispute arises relating to our fees or expenses, you have the right to object to the court.

The rules governing class action litigation require that the lead plaintiff and class representatives obtain the same proportionate recovery as other class members based upon their recognized loss as calculated by a damage allocation plan prepared by a financial expert. With respect to any monies recovered, such fund, after deduction of court-approved attorney’s fees and expenses, will be divided amongst the members of the class under court supervision on a proportionate basis (*i.e.*, determined by the damage suffered by each of the members of the class). We may be able to request court approval of an additional amount to reimburse you for your reasonable costs and expenses directly related to your representation of the class. If, for example, it is necessary

¹ These terms and conditions are in accordance with Part 1215 of the Joint Rules of the Appellate Division of the Supreme Court of the State of New York.

² “Execution” occurs when MFS signs the Retention Agreement and returns it to you.

for you to provide testimony at deposition or trial, MFS may apply to the court for reimbursement of your expenses, including lost wages. If the lawsuit does not recover monies to reimburse us for our expenses, you may be responsible for your proportionate share as a class member of those expenses, which we expect to be very small. MFS has no obligation to request such reimbursement from you.

You agree to cooperate in the prosecution of this case including providing documents to substantiate your claim, and to cooperate in providing discovery information, including a deposition if necessary. MFS makes no promises about the outcome of this action and any opinion we offer in the future will not constitute a guaranty about the outcome of this action.

All of our services in this matter will end, unless otherwise agreed upon in a writing signed by us, when there is a final agreement, settlement, decision or judgment by the court. Not included within the scope of our representation are appeals from any judgments or orders of the court. Appeals are subject to separate discussion and negotiation, and are made at the sole discretion of MFS. Also not included in the scope of this agreement are services you may request in connection with any other matter, action, or proceeding.

Our files and papers compiled in connection with our investigation and prosecution of this matter constitute attorney work product and are the property of MFS over which the firm has absolute control with respect to use and/or disclosure.

We look forward to representing you in the above-referenced action.

Agreed to by:

[NAME]

Date: _____

MURRAY, FRANK & SAILER LLP

[ATTORNEY]

Date: _____