

Retention Agreement

By executing this Retainer Agreement (“Agreement”) and the accompanying Certification of Proposed Lead Plaintiff Form (“Certification”), Client hereby agrees to serve as a lead plaintiff, pursuant to the terms and undertakings set forth in the attached Certification that is incorporated by reference herein, if appointed by the court.

1. Pursuant to this Agreement, Kehoe Law Firm, P.C. (“KLF”) agrees to represent the Client and other class members in this litigation on a fully contingent basis with respect to its legal fees. If the lawsuit generates a recovery for the class, KLF and other plaintiffs' counsel, if any, will seek their legal fees, costs, and expenses from the recovery obtained, not from the Client, and by application to the court.
2. If there is no recovery for the Client and the class, there will be no obligation on the Client's part to pay any legal fee. On behalf of the class and as a class representative, the Client acknowledges that KLF and other plaintiffs' counsel, if any, may apply to the court for a fee of up to 33 1/3% of the recovery subject to court approval. If 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. KLF and other plaintiffs' counsel, if any, will advance all costs and expenses that KLF and other plaintiffs' counsel deems necessary to prosecute the lawsuit. Costs and expenses 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 costs and expenses.
4. If no recovery is obtained for the Client and the class, the Client shall owe nothing for costs and other expenses. Client acknowledges that KLF and other plaintiffs' counsel, if any, may apply to the court for reimbursement of costs and expenses from any recovery that KLF and other Plaintiffs' counsel obtains for the class, and that any such reimbursement shall not exceed the amount recovered and shall be subject to court approval.
5. If an order is entered awarding costs and expenses in favor of defendants, KLF will be responsible for such costs and expenses, not the Client. If the Court does not permit the case to proceed as a class action, Client and KLF will mutually decide whether, and on what basis, the case will continue.
6. Client understands that KLF 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.
7. 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 action, then KLF's representation of Client shall automatically terminate. KLF 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.
8. Any monies recovered from defendants on behalf of the class will be divided among class members pursuant to a court-ordered plan of allocation, which shall consider, among other things, the proportion of total losses incurred by the Client and each other class member.
9. 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.

10. 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.

11. Client may terminate this Agreement as to KLF, with or without cause and without penalty, by providing written notice of termination. KLF may terminate this agreement if the Client fails to cooperate in the prosecution of this action or KLF 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.

12. If KLF is terminated for any reason, or the Client is terminated for lack of cooperation, KLF shall be entitled (a) to be reimbursed, pursuant to paragraph 2 above, for reasonable out-of-pocket costs and expenses 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 KLF from any recovery in this litigation pursuant to paragraph 2 above.

13. 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.

14. If 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 Pennsylvania and shall be brought and maintained in the Pennsylvania Courts of Common Pleas, Philadelphia County, PA which shall have exclusive jurisdiction thereof.

15. This Agreement, along with the signed Certification, sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.