actual legal services performed for the CLIENT shall include all time spent by COUNSEL for CLIENT concerning this matter, excluding the initial interview.

3. BILLING AND FEE BASIS - My fee is based upon the amount recovered on your behalf. My fee is **25%** of the gross amount recovered, **LESS THE RETAINER PAID**. You will also be billed for all necessary costs and expenses incurred on your behalf and you will be called upon to pay for necessary costs and expenses in advance. Reasonable costs and expenses, include but are not limited to, both testifying expert fees and consulting (non-testifying) expert fees, filing costs, service of process costs, deposition costs, and other costs attendant with court filings, court appearances and appearances in the prosecution and/or settlement of this case. You will also be billed for all necessary costs and expenses incurred on your behalf and you may be called upon from time to time to pay for necessary costs and expenses in advance. Reasonable costs and expenses can include but are not limited to: both testifying experts and consulting (non-testifying) experts expert fees, filing costs, service of process cost, deposition costs and other costs incurred with court filings, court appearances and appearances in the prosecution and/or settlement of this case.

4. I will from time to time seek the assistance of other professionals and staff at our office as I deem appropriate for the most effective and efficient handling of your case.

5. NO RESULTS PREDICTED - I have not made any warranties or representations. Nor have I given you any assurances as to the ultimately favorable or successful resolution of your claim or defense of the action referred to above, nor as to the favorable outcome of any legal action that may be filed. All of my expressions relative to your case are only my opinion based upon all facts presented to me at the time that opinion is offered.

6. PAYMENT BY OPPOSING PARTY - The court may order your adversary to pay part or all of your attorneys' fees and costs. Such awards are totally unpredictable. You will remain primarily liable for such payment of the total fee and costs. Any amount received pursuant to court order will be credited to your account or refunded to you if I have already been paid in full.

7. SETTLEMENT - I will not make any settlement of your case without your consent, nor will any proceedings be filed in court without your prior knowledge and consent unless necessary to protect you interests on an emergency basis.