

CLIENT REPRESENTATIVE - CONTINGENT FEE

I, _____, (“Client”) hereby retain the law firm of BLUMENTHAL, NORDREHAUG & BHOWMIK as my attorneys (“Law Firm”).

1. The purpose of the Agreement is to set forth the terms under which the Law Firms will furnish legal representation to Client in connection with a class action against _____ (“Employer”) and its affiliates and others relating to violations of the California Labor Laws and other laws (the “Matter”).

2. Scope and Duties: This action will be prosecuted as a class action against Employer and others on behalf of all persons affected by its practice of hiring and underpaying employees. It is understood by Client that attorneys providing legal representation to a class of persons in a class action lawsuit are obligated to represent the interests of all class members, not solely the interests of the named class representatives, and that attorneys are obligated to treat the rights of such class representatives the same as the rights of the other members of the class. For this reason, the Client agrees that the Law Firm shall have ultimate authority to make decisions concerning the conduct of the litigation, including decisions such as the theories and remedies to pursue, motions to make and retention of experts. Also, any settlement agreed to by Client and the Law Firm must be approved by the Court as being in the best interest of the class. The Client understands that to achieve this goal, Attorneys may determine that the best interest of the class is to settle the lawsuit for less than what might be achieved if the case were litigated and completely won, and recommend a settlement in such lesser amount.

3. Client agrees to be truthful and cooperative with Law Firm and keep Law Firm advised of information and developments pertaining to the Case and of her current address and telephone number. Client agrees to assist Law Firm in the prosecution of this action and to cooperate fully by attending meetings, answering questions posed by the defendants, appearing for deposition and/or trial, or otherwise participating in the litigation.

4. Costs and Legal Fees: Law Firm shall advance all costs expended to third parties, including, but not limited to, filing fees, fees for serving papers, court reporter fees and expert witness fees (e.g., an economist) subject to reimbursement as set forth below.

Any compensation paid to the Law Firm shall be contingent on settlement, judgment or other recovery, and, because the case is a class action, is subject to Court approval. Client agrees to pay the Law Firm from any such recovery 25% of the total amount of money recovered or of the value obtained, or such other amount as may be awarded by the Court. In the event the Client and/or Law Firm receive an award for attorney fees, expenses, and/or costs pursuant to a statute, under the common fund doctrine, or under any other legal principle, the entire amount of such awards shall go to the Law Firm and the Client assigns all rights to receive attorney fees, litigation expenses, and costs to the Law Firm. Law Firm will have a lien on any recovery made on Client’s behalf to the extent of any sums due for costs, expenses and/or attorney’s fees.

5. No Guaranty: Nothing in this Agreement and nothing in the Law Firm’s statement to Client shall be construed as a promise or guarantee about the outcome of this matter. Law Firm makes no such promises or guarantees. Law Firm’s expressions about the outcome of this matter are expressions of opinion only.

6. Negotiated Fee: The fee provided herein is not provided for by law, but is negotiable between Law Firm and Client, and has been so negotiated.

7. Client Confidentiality: An attorney who represents a client is required by law to maintain the confidences of his or her client. This duty of attorney-client confidentiality prevents an attorney from telling anyone about confidential information provided to the attorney by the client. In addition, the attorney cannot testify, under most circumstances, in a lawsuit about the contents of confidential communications with his or her clients unless the client waives this protection. This is called the attorney client privilege. When an attorney represents more than one client in the same case, however, the attorney must be able to tell one client what the other client said. Otherwise, the attorney may not be able to represent those clients effectively. Because Law Firm will be representing more than one client in this case, Law Firm asks that Client agrees, and by signing this Agreement does agree, to waive Client's rights to confidentiality and the attorney-client privilege as to other class members and the class representatives in this case as Law Firm deems necessary. This waiver concerns the confidentiality of communications as to the other class members and class representatives in this case only, not as to any other persons, such as opposing parties or other third parties.

8. Joint Representation: When attorney represent multiple parties in a single lawsuit, there is the possibility that conflicts of interest may arise. However, Law Firm is not aware of any conflicts of interest that preclude multiple representations in this case. Nonetheless, Law Firm advises Client that Law Firm will represent Client as long as there are no conflicts of interest that make multiple representations of the class, the other class representatives, and Class Representative inappropriate. If Law Firms become aware of a conflict, Law Firm will inform and advise Client of this conflict. At that point, Client may decide, if Client wishes, to seek the advice of another attorney, to try and resolve the conflict and agree on an appropriate way to proceed, or to discontinue Law Firm's representation of Client. Similarly, Law Firm retains the right to withdraw from representing Client if a conflict arises that makes this necessary. By signing this Agreement, Client acknowledges an understanding of the potential for conflicts of interest and consents to Law Firm's representation of Client and the class.

Accepted and agreed to as of this ____ day of _____, 2009,

Client: _____

Attorneys: Blumenthal, Nordrehaug & Bhowmik

By: _____

By: _____

Norman B. Blumenthal

Street Address

City, State, Zip Code

Home Telephone No. Work Telephone No.

Facsimile No. Mobile Number

E-Mail Address