

RIGHTS AND RESPONSIBILITIES OF A CLASS REPRESENTATIVE

To assist you in understanding your role as a class representative, we briefly set forth below a description of your responsibilities. Please contact us at any time to further clarify any of these points or if you have any questions whatsoever.

1. **You are Suing as a Class Representative.** As such, you represent the interests of all class members who have been affected by the challenged conduct

2. **Duty as a Class Representative.** As a class representative, the Court requires that you will adequately and fairly represent the class. This is your duty. Here is how you are expected to accomplish that duty:

a. You must be generally familiar with the litigation.

(1) This does not mean you must know every aspect of this litigation. We will keep you informed of major events and this will satisfy your duty. You should read the complaint and understand it generally. You should know who the parties are. You should know why you are suing.

(2) You may and should confer with us at any time you feel it is appropriate to do so.

b. You must vigorously prosecute the litigation.

This basically means you will authorize your attorneys to do what is necessary to successfully prosecute this case on behalf of the class. You have done so and we are vigorously pursuing this case.

c. You must hire lawyers experienced in class action litigation.

Your lawyers have experience in class actions. Plaintiffs' lawyers have participated in numerous consumer, civil rights and securities cases.

3. **Preservation of Documents.** You must preserve all of your documents that are related to this case until it has concluded or your counsel informs you otherwise. Those documents include any information you have, no matter how it is recorded, including not only "paper" records but any e-mail or other types of computer data that are stored on hard drives, CDs, DVDs, floppy discs, or the like. They also include any documents that someone else is keeping for you. If you have any questions about whether information that you have should be retained, ask your lawyers at Brodsky & Smith, LLC (Brodsky & Smith).

4. **Responsibility for Costs.** Costs are such items as filing fees, photocopies, transcript costs, and the cost of notices if necessary. All costs are being advanced by your counsel and you are not responsible for their payment if we are successful or unsuccessful. Repayment of costs is contingent upon a successful outcome; typically, in such cases, the costs are paid (pursuant to an order of the presiding judge) from the amounts recovered from the defendants.

5. **Notice to the Class.** You may be responsible for providing notice to the class, depending on whether the federal rules or the judge requires such notice. We will undertake this task on your behalf and be responsible for all costs. You will not have to pay anything for the costs of any such notice required by the Court. Notice is usually accomplished by mailing a copy to identifiable class members and publishing a copy in newspapers.

6. **No Special Treatment.** You have not been promised any special treatment above the treatment which may be awarded to other class members. If successful, we will may, depending on the type of class action and/or jurisdiction, ask the judge to award you additional compensation for the extra time and effort you expend as a class representative and for having the courage to challenge defendants' conduct. You understand that the decision to seek additional compensation is Brodsky & Smith's and we cannot guarantee that we will seek additional compensation or the judge will approve any.

7. **You Do Not Have a Duty to Investigate or to Be an Expert.** As an intimidation tactic, defendants may ask you in a deposition what investigation you have undertaken to fulfill your duty as a class representative. You have no such duty personally other than to convey to us what you know about the case. Beyond this duty, you have hired experienced lawyers. We have conducted a thorough investigation and you have fulfilled your duty by relying on us to do so. We will and have discussed with you our investigation. Nonetheless, it is a good practice for you to familiarize yourself with the allegations in the Complaint, to keep a file on this matter, to read our reports to you, and to stay generally abreast of developments.

8. **Attorneys' Fees.** Our fees (payment for our time) must be approved by the Court and are dependent upon a recovery. You will be provided with notice of our fee request and you will have the opportunity to discuss it with us and object to our request if you choose to do so. If we are successful in this litigation, you will not be obligated for any of our attorneys' fees. In the unlikely event the Court were to award the defendants' fees or costs, we will pay these. Any fee paid by you will be the same as is paid by all class members pursuant to court order. Typically, the range of our fee request is 20% to 33-1/3% of the recovery plus reimbursement of costs.

You understand that depending on the type of class action that certain additional disclosures or injunctive relief may be achieved by the litigation in addition to a monetary fund, or achieved without establishment of a monetary fund. In the event disclosures or injunctive relief are obtained without a monetary fund the attorneys' fees will either be agreed to be paid by the Defendants and/or will be applied to the Court for payment thereof to be paid the Defendant. In any instance, attorneys' fees and costs will not be charged to you.

At the end of this litigation, in the event the court awards attorneys' fees, counsel for plaintiffs will allocate the fees among those counsel participating in the litigation, based on factors such as compensable time spent working on the litigation and importance of contribution to the successful outcome. *This allocation will not increase the total amount of fees.*

9. **Settlement.** If this case settles and does not go to trial, the settlement must be approved by the Court and/or the Court must approve the dismissal of the action. You are entitled to object to the settlement if you do not agree with our recommendation to settle. We will consult you before recommending a settlement.

10. **Judicial Approval.** In prosecuting a class action, all of our actions are subject to judicial approval and courts take that approval seriously. Thus, we are subject to scrutiny that other lawyers, including defendants' counsel, never receive. This should provide you comfort that our actions will be of the highest professional caliber.

11. **Denial of Class Certification.** If class certification is denied, we do not have an obligation to represent you in your individual claim against the defendants unless we enter into a separate retainer agreement with you.

12. **Attorneys.** The following is a list of the names, addresses, and roles of the attorneys who are representing your interests in this case:

Jason L. Brodsky
Evan J. Smith
BRODSKY & SMITH, LLC
Two Bala Plaza, Suite 602
Bala Cynwyd, PA 19004
(610) 667-6200

Additional counsel may be associated with this litigation. We will contact you should that become advisable.