

LAW OFFICES
BRODSKY & SMITH, LLC

TWO BALA PLAZA, SUITE 805
BALA CYNWYD, PA 19004

610.667.6200
FAX 610.667.9029
www.brodsky-smith.com

NEW YORK OFFICE
240 MINEOLA BOULEVARD
MINEOLA, NY 11501
516.741.4977

CALIFORNIA OFFICE
9595 WILSHIRE BLVD. SUITE 900
BEVERLY HILLS, CA 90212
877.534.2590

NEW JERSEY OFFICE
1310 KINGS HIGHWAY NORTH
CHERRY HILL, NJ 08034
856.795.7250

Re: Class Action Securities Litigation

Dear Shareholder:

This will confirm that you agree that Brodsky & Smith, LLC (“Brodsky & Smith” or the “Firm”) will represent your interests in the class action litigation for which you signed the shareholder certification and returned to our office. You should read this letter carefully because it contains important information about your rights.

The Firm agrees to represent you and other class members in this litigation on a fully **contingent** basis. This means that if, and only if, the lawsuit generates a fund for the class, will we seek payment of our fees. The payment of our fees and the reimbursement of our expenses in this case is subject to Court approval. It is our practice to seek to have our fees calculated as a percentage of the full amount of the fund, *i.e.* as a percentage of the amount in the fund before the deduction of our Court-approved fees and expenses. Historically, courts have awarded between 25% to 40% of the total amount recovered for the class as appropriate legal fees plus reimbursement for all out-of-pocket expenses incurred by the attorneys. If there is no recovery for the class, we will recover no fees.

The Firm further agrees to advance all costs and expenses deemed necessary to prosecute the case. Such costs and expenses typically include items such as telephone, copying and mailing charges, as well as more substantial items, such as the cost of travel, deposition and trial transcripts, and expert witness and consultant fees. If the lawsuit generates a fund for the class, we will seek, exclusively by application to the Court, to have our costs and expenses paid from the fund.

With respect to any monies recovered from defendants on behalf of the class, such fund, after deduction of Court-approved attorneys’ fees and expenses, will be divided amongst the members of the class under Court supervision on a proportionate basis determined by the loss incurred by each of the members of the class.

Please be advised that we work closely with other law firms who may be co-counsel and/or referral firms in this litigation. You understand and agree that in the course of this class litigation, we may, without further notice to you, employ and/or work with other law firms, and that we may divide any fees we may receive with such other law firms in proportion to the services performed by each firm.

Finally, please be advised that at the conclusion of your matter, this matter will be closed and we will retain a client file of your matter for a period of five (5) years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided to you will not be returned to you unless you request such copies in writing. After any or all paper copies are digitized, we will destroy all paper copies in the client file, subject to the exceptions noted above. At the expiration of the five (5) year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor.

We look forward to representing you as we prosecute these claims to recover the losses and damages which you and the other investors have suffered as a result of the alleged wrongdoing perpetrated by the defendants. If the foregoing is agreeable to you, please sign the bottom of this letter acknowledging the above, and return the original to us via regular mail **and** by either email (mackerman@brodskysmith.com) or facsimile (610.667.9029). Please retain a duplicate copy for your records.

We will contact you in the event we need to discuss any pertinent matters with you. Should you have any questions, please feel free to contact us at any time.

Very truly yours,

BRODSKY & SMITH, LLC

AGREED:

Sign Name: _____ Dated: _____

Print Name:

Street Address:

City/State/Zip Code:

County (if US address):

Country (if outside US):

Telephone:

Email address:

Are you a current employee? Yes/No (Circle One)

PURCHASING HISTORY QUESTIONNAIRE

If you know the answers to the following questions regarding your purchasing history of this company's stock, please answer to the best of your knowledge. Please do not allow these questions to delay your filling out and returning of your certification form and retainer agreement. You can send this form at a later time.

Name or Symbol of the Company: _____

1. Are you a current or former employee and/or purchased shares through the Company's 401(k) plan? Yes/No (Circle One)

2. If yes, how many shares do you currently own in the Company's 401(k) plan?

3. Do you currently still hold shares? Yes/No (Circle One)

4. If yes, how many shares do you currently still hold?

5. If you still hold shares, what was the date you first purchased shares of the company's stock?

_____ (date)

6. Did you hold at least one share of the Company's stock at all times since the date you **first** purchased the shares? Yes/No (Circle One)

7. At your earliest convenience, please send us a print out of the transactions you made in the Company from your statements.

Sign Name: _____ Dated: _____

Print Name:

Street Address:

City/State/Zip Code:

County (if in US):

Country (if outside US):