

Case-Retainer

WOHL & FRUCHTER LLP

Dear :

Kindly review the agreement below, and then sign at the bottom using the electronic signature button in the lower righthand corner.

If you have any questions or concerns before signing, please call us at 866-833-6245, and we will be happy to answer your questions and address any concerns. Thank you, and we look forward to representing you.

1. Scope of Work. You are retaining Wohl & Fruchter LLP (the “Firm” or “we”) to (i) advise you concerning the merits of claims you may have against , and (ii) commence litigation (“Litigation”) if we conclude the claims have merit (the “Matter”). Our representation is limited to this Matter.

2. Fees and Expenses Contingent on Recovery. We agree to handle the Matter on a “contingency fee” basis. This means you will never be responsible for paying any of our fees or expenses out of your own pocket. Instead, our fees and expenses will be payable solely and exclusively out of sums paid by the defendants upon a successful resolution of the Litigation, subject to Court approval. We may apply to the Court for a fee not to exceed one-third of any monetary recovery, and/or the value of any non-monetary relief, plus expenses.

3. Your Responsibilities. You agree to cooperate in the prosecution of the Litigation, including preserving documents relating to the Matter (e.g., trading records), and providing them to us as requested.

4. Joint Representation. You agree that we may work with additional law firms to prosecute the Litigation on your behalf, and may represent additional plaintiffs in the Litigation. If we are successful in the Litigation, and the Court awards a fee, we will divide any such fee with any such other firms. This division of fees will not increase the total fee.

5. No Promises or Guarantees. During the course of our representation, we may express opinions concerning the Matter such as various courses of action and the results that might be anticipated. Any such statements are intended to be expressions of opinion only, and should not be construed as a promise or guarantee. We cannot and do not guarantee or promise any particular outcome.

6. Termination of Representation and Arbitration. You may terminate our representation at any time, for any reason. We may terminate our representation upon grounds that constitute a basis for withdrawal under applicable law and rules, including the selection of other plaintiffs as class representatives in the Litigation. If a dispute arises under this Agreement, you may have the right to arbitrate the dispute under Part 137 of the Rules of the Chief Administrative Judge of New York, a copy of which will be provided to you upon request. If you are not otherwise entitled by law to request binding arbitration, then any disputes arising out of this Agreement shall be governed by the laws of the State of New York, and brought and maintained exclusively in a state or federal court in the City of New York, State of New York.

The above represents the exclusive agreement between us concerning the Matter, and supersedes all prior oral or written statements.

If the above is acceptable, kindly sign electronically in the space below. Or please call us with any questions or concerns at 866-833-6245.

We look forward to representing you.



Joshua E. Fruchter

X

X

Signed By Joshua Fruchter

Signed On: December 23, 2020

Signature Certificate

Document name: Case-Retainer

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Audit

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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