

## HORIZATION AND AGREEMENT

IT IS HEREBY AGREED by and between the undersigned and the LAW OFFICES OF BELLI, DRIVON & BAKERINK, that said attorneys shall represent the undersigned in prosecuting a claim Against Wells Fargo Bank & others

IT IS FURTHER AGREED:

I. That the LAW OFFICES OF BELLI, DRIVON & BAKERINK shall advance all costs incurred in the investigation and prosecution of said claim. Said costs shall be paid back to the LAW OFFICES OF BELLI, DRIVON & BAKERINK from client's part of the recovery. The attorney is to receive the percentage of the recovery before any deduction for disbursements and costs incurred.

II. That no settlement can be made without the consent of the parties hereto.

III. THE ATTORNEY'S FEE IN A CLAIM FOR DAMAGES CASE SUCH AS THIS, IS NOT SET BY LAW, BUT IS NEGOTIABLE BETWEEN ATTORNEY AND CLIENT. The undersigned and the LAW OFFICES OF BELLI, DRIVON & BAKERINK have agreed that the attorney's fee shall be 40 per cent of any sum recovered if the matter is settled before service of process is effected on any defendant, or 45 per cent of any sum recovered if the matter is settled before a trial setting conference and 50 per cent if settled thereafter or tried.

IV. That the above fee covers ONLY the handling of the client claim as described above. Any other matters handled by the attorney for the client are NOT, included in the above fee. It is understood that attorneys are undertaking this case under a continuing investigation and that if said attorneys ever make a good faith determination that liability in this case is not reasonably clear, then said attorneys may withdraw from said case, at which time no attorneys' fees would be due and payable, and said attorneys would waive any right to reimbursement of costs that they had advanced on behalf of client(s).

It is agreed that if a settlement offer is tendered in the case by defendant, and the attorneys believe in good faith that it should be accepted and communicate this to client and client does not agree to the settlement offer, the attorneys may require the client to immediately advance the reasonable costs of trial in the case. In the event client refuses to accept a reasonable settlement offer and refuses to advance costs, client hereby agrees to permit attorneys to withdraw from said case and client promises to reimburse said attorneys for any court costs advanced on behalf of client.

V. That the undersigned does hereby assign to the LAW OFFICES OF BELLI, DRIVON & BAKERINK a lien upon any settlement, award, or judgment as security for its fees and costs.

VI. The LAW OFFICES OF BELLI, DRIVON & BAKERINK shall have the right to hire or associate other counsel at no additional cost to client.

VII. IN THE EVENT THERE IS NO MONEY RECOVERED ON SAID CLAIM, THE LAW OFFICES OF BELLI, DRIVON & BAKERINK SHALL RECEIVE NOTHING FOR ITS SERVICES. RECEIPT OF A COPY OF THIS AGREEMENT IS ACKNOWLEDGED.

DATED: 7/8/83

Richard C. Berbenon  
SIGNATURE

SIGNATURE

BY: [Signature]

LAW OFFICES OF  
BELLI, DRIVON & BAKERINK