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May 21, 2004

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ATTORNEY-CLIENT AGREEMENT **Ann Giannini, et. al. v. Schering-Plough, et. al.**

_____ (“Client”) hereby retains the above Attorneys to represent him or her in a potential effort to recover any damages suffered as a result of using PEG-Intron and/or Rebetol which were manufactured by Schering-Plough. The scope of Attorneys’ representation is limited to evaluating and potentially pursuing any such claim. Attorneys are authorized to file suit on your behalf at their discretion as either an individual or class action. No other legal services are covered by this agreement. Attorneys will not represent Client on any appeal without specific agreement memorialized in a separate agreement. Attorneys make no promise or guarantee regarding the outcome of this matter.

Attorneys reserve the right to withdraw from representation should their investigation indicate that your case, in their best judgement, cannot be proven for any reason, including insufficient injury which may have resulted or that any judgement or award will be uncollectible or the case cannot be proven.

Client agrees to be truthful with Attorneys, to cooperate, to keep Attorneys informed of developments, to abide by this Agreement and any addendums, and to keep Attorneys informed of client’s current address, telephone number and whereabouts.

The monetary basis of this retainer agreement will be a percentage of the recovery, generally known as a contingency fee. Under this agreement, you agree to pay Attorneys forty percent (40%) of the gross recovery obtained in this matter, whether by way of settlement or judgement. This fee covers all legal services through settlement or judgement. Gross recovery refers to the total amounts recovered, including by way of example, compensatory and punitive damages, sanctions, attorney fees and interest. In the event of no recovery, Attorneys shall receive nothing for their services. This fee agreement is not set by law and is negotiable between you and Attorneys.

Client is advised that the law firms above will associate in as co-counsel. Any Attorney fees recovered by way of settlement or final resolution at arbitration, mediation or trial will be shared by the above firms on a substantially equal basis. If there is any change in said co-counsel arrangement, Client will be notified by an addendum to this Agreement. This fee split will not affect the total Attorney fees charged to Client.

Attorneys also charge for costs and expenses, including but not limited to, experts, investigators, telephone and telecommunication charges, computer charges, copy charges, messenger fees, fees of accountants, court reporters, or other professionals employed with respect to your case including judicial officers, parking and mileage, out-of-town travel expenses including air fares, meals and lodging, court fees, filing fees and miscellaneous costs incurred with respect to the case.

Co-counsel agrees to advance the above costs and expenses. However, you will remain responsible for reimbursement to Attorneys for costs and expenses advanced out of any recovery that is obtained. Certain costs and expenses incurred will be specifically allocated to your individual case whenever possible. Other costs and expenses will be for the benefit of all claimants and these costs and expenses will be split evenly by dividing the amount of such costs and expenses by the number of clients represented by Attorneys. If there is no recovery, you do not have to reimburse Attorneys for such costs and expenses.

By this agreement you authorize Attorneys to receive all funds from any settlement or judgement and to disburse them according to this agreement which includes the authorization for Attorneys to pay medical expenses incurred in the treatment of any injuries you sustained which were not paid as of the date of settlement or judgement. You also understand that Attorneys have a lien against any settlement or judgement in order to pay all of the above costs and expenses and to satisfy their contingency fee. You authorize Attorneys to deduct their fees, costs and expenses from the settlement or judgement prior to paying the balance to you.

In the event that Attorneys have withdrawn or are discharged, they may be permitted by law to recover the reasonable value of their services and any costs or expenses which have been advanced. That recovery could be less or the same as the amount which would have been obtained by Attorneys had they proceeded with your case at a trial or settled it and received their contingency fee. However, Attorneys agree not to seek reimbursement of costs/expenses or the reasonable value of their services unless you receive a settlement or judgment in the underlying matter.

It may be beneficial to the case to seek other avenues to resolve your claim. You agree that any claim made or lawsuit filed can be made the subject of Alternative Dispute Resolution (“ADR”) before a retired Judge or such other person or persons as the Attorneys choose in their discretion. The retired Judge(s) or other persons chosen will decide your case after hearing both sides. That decision will be referred to as a “judgement”. You are waiving the right to a jury trial and the right of appeal. Sometimes this is called “binding arbitration”. You authorize Attorneys to execute all documents on your behalf to effect conclusion of this matter. You agree to cooperate with Attorneys at all stages of litigation and to keep Attorneys advised of a current mailing address at all times.

You agree that Attorneys are authorized to settle this case on your behalf against any or all of the defendants on a global basis with recovery being made to you out of the global settlement. If you dispute the amount you receive through the global settlement, you may submit your dispute to a retired judge, chosen by Attorneys to hear such disputes, who would determine the correct amount after hearing your reasons for wanting a different amount. The decision of the retired judge would be final.

Unless other arrangements are made, five years from the date this case is resolved, the file will be destroyed.

Please review this agreement carefully. If you believe it accurately reflects the understanding we have reached, please sign the original and return to us. Enclosed herein, please find a copy of the agreement for your records. Please feel free to contact Attorneys via the above listed addresses or by calling the above listed numbers should you have any questions or desire any additional information concerning this matter now, or at any time during Attorneys' representation.

The undersigned acknowledges receipt of a copy of this Agreement.

Dated the _____ day of _____ in the year _____.

Client (Signature)

Client (Print Name)

Mailing Address

City

State

Zip Code

Telephone Number (home)

Telephone Number (work)

Telephone Number (cell)

Facsimile Number

Social Security Number

Date of Birth

APPROVED AND ACCEPTED BY:

By: _____
Patrick E. Catalano, Esq.
On Behalf of All Above
Law Firms