

OFFICES OF
HAL K. LEVITTE
ATTORNEY AND COUNSELOR AT LAW



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CONTINGENT FEE RETAINER AGREEMENT

_____, the Client, retains the LAW OFFICES OF HAL K. LEVITTE, Attorneys, as his attorneys at law to represent him in enforcing a cause of action arising out of negligent acts of Baxter International, Inc., 3M and any other responsible parties for injuries which resulted from dialysis treatment on or about October 12, 2001.

FEES: The Attorneys shall receive for such professional services one-third (33 1/3%) thereof of the gross recovery (regardless of manner or form) hereafter. Fees for services on appeal, if any, will be subject to special agreement to be negotiated between the undersigned and the Attorneys in good faith. The undersigned will reimburse any reasonable costs expended by the Attorneys including the costs of investigators and other experts. IF NO RECOVERY IS OBTAINED, THE ATTORNEY WILL RECEIVE NO FEE FOR THEIR PROFESSIONAL SERVICES HEREIN.

POWER OF ATTORNEY: Attorneys shall have full authority and power to demand, receive, sue for and collect monies due Client for personal injuries sustained in this claim or cause of action, and upon receipt thereof, to disburse for the same, or any part thereof, pay liens, including authority to endorse any checks, drafts, bills or releases with client's name for the purpose of negotiating same.

Client authorizes the Law Offices of Hal K. Levitte to employ other counsel, at the time unnamed, to participate in the representation of said matter. It is further understood and agreed that said unnamed counsel will be compensated by sharing in fees as identified herein. The employment of said unnamed counsel shall not result in an increase of fees to Client.

Client hereby gives and assigns to the Attorneys regardless of whether or not suit was filed a lien on any sum to which client may become entitled to secure Attorney's compensation and the costs advanced by Attorney.

Client has read and understood this Retainer Agreement, signed on this _____ day of _____ 2002, and received a copy thereof.

Law Offices of Hal K. Levitte

Client _____

First and Last Name

By: _____