

**NAPOLI KAISER BERN & ASSOCIATES, LLP**

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Main Number: (516) 883-1331  
www.nkblaw.com

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**Re: Case Intake Form for**

Dear Friend:

Thank you for contacting **NAPOLI KAISER BERN & ASSOCIATES, LLP** to represent your interests in your claim for damages as a result of possible Stock Fraud. Our attorneys will be working on your case side by side with relevant experts and professionals.

As you may know, the attorneys in the law firm of **NAPOLI KAISER BERN & ASSOCIATES, LLP** are highly experienced in all aspects of complex mass torts, personal injury litigation and pharmaceutical litigation.

Kindly, fill out the enclosed intake package. **Please make note that you do not have to notarize the enclosed authorizations**, just sign and return them in the enclosed envelope along with the intake questionnaire.

Be assured that you will receive every possible consideration and attention. If we can assist you, please do not hesitate to contact our office.

Very truly yours,  
**NAPOLI KAISER BERN & ASSOCIATES, LLP**

Paul J . Napoli

Paul J. Napoli, Esq.

# NAPOLI, KAISER, BERN & ASSOCIATES, LLP.

## CLIENT QUESTIONNAIRE --STOCK FRAUD/STOCK LOSSES

*Please complete this form so that we may properly evaluate claim.*

CLIENT INFORMATION:

SPOUSE INFORMATION:

\_\_\_\_\_  
First Name                      MI                      Last Name

\_\_\_\_\_  
First Name                      MI                      Last Name

\_\_\_\_\_  
Street Address (mailing address)

\_\_\_\_\_  
Street Address (mailing address)

\_\_\_\_\_  
City                                      State                                      Zip

\_\_\_\_\_  
City                                      State                                      Zip

\_\_\_\_\_  
Phone #:                                      Email:

\_\_\_\_\_  
Phone #:                                      Email:

\_\_\_\_\_  
Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_  
Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_  
Marital Status: \_\_\_ Single \_\_\_ Married \_\_\_ Divorced \_\_\_ Widowed

\_\_\_\_\_  
Date of Marriage: \_\_\_\_/\_\_\_\_/\_\_\_\_

CASE INFORMATION:

1. List the Stocks Purchased: (Please provide copies of all statements)	Shares Purchased	Date of Purchase	Purchase Price	Sale Price
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2. Name of the Brokerage House: \_\_\_\_\_

3. Address of the Brokerage House: \_\_\_\_\_

4. Account Number: \_\_\_\_\_

5. Name of the Broker: \_\_\_\_\_

6. Did you purchase the stock based upon a broker's advice?      yes      no (circle one)

7. Do you believe the broker gave you bad advice?      yes      no (circle one)

8. What do you consider to be the basis of your claim?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. What is the total amount of your economic loss? \_\_\_\_\_

10. Did you purchase the stocks in your own name?      yes      no (circle one)

**QUESTIONS OR COMMENTS: (you may use the back of the form)**

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE NEW YORK GENERAL ARBITRATION STATUTE**

## **RETAINER**

**TO: NAPOLI, KAISER, BERN & ASSOCIATES, LLP  
3500 Sunrise Highway, Suite T207  
Great River, New York 11739**

**RETAINER AGREEMENT  
SECURITIES CLAIMS / STOCK LOSSES**

I, the undersigned retain the law offices of Napoli, Kaiser, Bern & Associates, LLP as my attorneys to prosecute a claim against any and all parties individuals and/or corporations that are found to be liable under the law for damages suffered by me arising out of certain securities transactions. I specifically agree as follows:

**1. FEE PERCENTAGE:** Although I have been advised of the right to retain the law firm under an arrangement whereby the firm would be compensated on the basis of the reasonable value of services rendered or on an hourly rate, I and the law firm agree that the law firm shall be paid Thirty Three and One-Third (33 1/3%) Percent of the sum recovered, whether by suit, mediation, arbitration, settlement or otherwise.

**2. DISBURSEMENTS:** In the event there is no recovery, the client shall not be obligated to pay the law firm a fee for legal services rendered. However, client will remain responsible for all disbursements incurred on his/her behalf at the end of the case. These may include some of the following expenses: court filing fees, arbitration fees, arbitrators fees, stenographer fees, deposition costs, expert fees investigative expenses, exhibit preparations, computer on-line search fees, express mail, postage, photocopy charges, long distance telephone charges among other charges. At the time of the final resolution of the claim, these expenses, if any, shall be deducted prior to the computation of the Attorney's Fee.

**3. COMPUTATION OF FEES:** The above contingency fee shall be computed on the net recovery arrived at by deducting from the gross recovery all appropriate disbursements in connection with the institution and prosecution of this claim as set forth in paragraph 2 above. An example of how a contingency fee is computed is as follows:

<b>Gross settlement</b>	<b>\$100.00</b>
<b>Disbursements</b>	<b>- 10.00</b>
<b>Net settlement</b>	<b>\$ 90.00</b>
<b>33a%Attorney's Fee\$</b>	<b>30.00</b>
<b>Net to Clients</b>	<b>\$ 60.00</b>

5. **WITHDRAWAL**: The law firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the law firm to discontinue the handling of this claim, or if the client fails to cooperate with the law firm in the handling of this claim, client agrees to compensate the law firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The client understands that the law firm has conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to be sustained by Client. In the event that the client elects+ to transfer the file from this office, the client shall be responsible to compensate the law firm for the reasonable value of their services and shall, in any event, remain responsible for any disbursements made by the firm on clients behalf. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

6. **APPEALS**: The above contingency fee does not contemplate any appeal. The law firm is under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.

7. **STATUTE OF LIMITATIONS**: I understand that the Statute of Limitations period for my case must be investigated and that this Agreement is made subject to that investigation as well as an investigation of my entire case.

8. **MISCELLANEOUS**: If the firm advances funds to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the lesser of (i) the Bank Rate Monitor National Index for personals loans effective on the date of the initial advance and (ii) the highest lawful rate allowed by applicable law.

9. **MISCELLANEOUS**: No attorney can accurately predict the outcome of any legal matter; accordingly, no representations are made either expressly or impliedly as to the final outcome of this matter. I further understand that I must immediately report any changes in my residence, telephone number or health to the law firm.

10. **APPROVAL NECESSARY FOR SETTLEMENT**: Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client under his claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

11. **ASSOCIATION OF OTHER ATTORNEYS**: Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that NAPOLI KAISER BERN & ASSOCIATES, LLP, is a limited liability partnership with a number of attorneys. Several of those attorneys may work on Client's case.

12. **ASSOCIATE COUNSEL**: Attorney may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility.

**13. NEW YORK LAW TO APPLY:** This Agreement shall be considered construed under and in accordance with the laws of the State of New York and the rights, duties and obligations of Client and of Attorneys regarding Attorney’s representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of New York.

**14. ARBITRATION:** Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by Attorneys to Client or (4) the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Client shall not file a class action against Attorneys or seek to assert any claims or demands against Attorneys by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration pursuant to the provisions of this Paragraph (14). Any such arbitration proceeding shall be conducted in Nassau County, New York. This arbitration provision shall be enforceable in either federal or state court in Nassau County, New York pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and any Supreme Court in Nassau County, New York having jurisdiction may enter that judgment.

**15. PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and there respective heirs, executors, administrators, legal representative, successors and assigns.

**16. LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**17. PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only Agreement of the parties hereto and surprise any prior understandings or written or oral agreement between the parties respecting the within subject matter.

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of the terms and conditions.

**SIGNED AND ACCEPTED ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_**

<b>THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE NEW YORK GENERAL ARBITRATION STATUTE</b>	
<b>Print Client’s Name:</b> _____	<b>NAPOLI KAISER BERN &amp; ASSOCIATES, LLP</b>
<b>Signature:</b> _____	<b>By:</b> _____

<b>Address:</b> _____	
_____	_____
<b>Phone:</b> (____) _____	<b>Printed Name of Attorney</b>

**THIS CONTRACT IS SUBJECT TO INVESTIGATION**

**STATE OF NEW YORK, COUNTY OF** \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME, by the said \_\_\_\_\_, on this  
the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ to witness my hand and official seal of office.

\_\_\_\_\_  
Notary Public in and for the State of New York

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Printed/typed name of Notary

**AUTHORIZATION FROM INVESTOR  
TO RELEASE ACCOUNT INFORMATION**

TO:

The undersigned hereby authorizes you to provide to the attorneys requesting this information or their representatives presenting the original or a copy hereof, copies of any and all records pertaining to the undersigned including, but not limited to, account enrollment forms, investment suitability check lists, investment goal analysis, customer risk tolerance analysis, monthly account statements, buy orders, sell orders, all earnings/loss statements, telephone recordings of conversations with the undersigned and anyone associated with the firm receiving this authorization and all other materials, correspondence and documents contained in the undersigned's account folder held by the firm receiving this authorization.

This authorization may be revoked in writing at any time, with the exception that such revocation will not apply to those records disclosed prior to your receipt of my written revocation. In the absence of a written revocation of this authorization, the authorization will automatically expire 90 days from the date it is executed/notarized, and thereafter should be considered null and void. A photocopy of this authorization should be deemed as effective as the original during the 90-day period that the original is valid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Signature of Plaintiff

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Account Number (s)

SUBSCRIBED AND SWORN TO BEFORE ME IN MY PRESENCE  
this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

Blank

**AUTHORIZATION FROM INVESTOR  
TO RELEASE ACCOUNT INFORMATION**

TO:

The undersigned hereby authorizes you to provide to the attorneys requesting this information or their representatives presenting the original or a copy hereof, copies of any and all records pertaining to the undersigned including, but not limited to, account enrollment forms, investment suitability check lists, investment goal analysis, customer risk tolerance analysis, monthly account statements, buy orders, sell orders, all earnings/loss statements, telephone recordings of conversations with the undersigned and anyone associated with the firm receiving this authorization and all other materials, correspondence and documents contained in the undersigned's account folder held by the firm receiving this authorization.

This authorization may be revoked in writing at any time, with the exception that such revocation will not apply to those records disclosed prior to your receipt of my written revocation. In the absence of a written revocation of this authorization, the authorization will automatically expire 90 days from the date it is executed/notarized, and thereafter should be considered null and void. A photocopy of this authorization should be deemed as effective as the original during the 90-day period that the original is valid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Signature of Plaintiff

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Account Number (s)

SUBSCRIBED AND SWORN TO BEFORE ME IN MY PRESENCE  
this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

Blank

**AUTHORIZATION FROM INVESTOR  
TO RELEASE ACCOUNT INFORMATION**

TO:

The undersigned hereby authorizes you to provide to the attorneys requesting this information or their representatives presenting the original or a copy hereof, copies of any and all records pertaining to the undersigned including, but not limited to, account enrollment forms, investment suitability check lists, investment goal analysis, customer risk tolerance analysis, monthly account statements, buy orders, sell orders, all earnings/loss statements, telephone recordings of conversations with the undersigned and anyone associated with the firm receiving this authorization and all other materials, correspondence and documents contained in the undersigned's account folder held by the firm receiving this authorization.

This authorization may be revoked in writing at any time, with the exception that such revocation will not apply to those records disclosed prior to your receipt of my written revocation. In the absence of a written revocation of this authorization, the authorization will automatically expire 90 days from the date it is executed/notarized, and thereafter should be considered null and void. A photocopy of this authorization should be deemed as effective as the original during the 90-day period that the original is valid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Signature of Plaintiff

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Account Number (s)

SUBSCRIBED AND SWORN TO BEFORE ME IN MY PRESENCE  
this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

Blank