

CONTINGENCY FEE AGREEMENT

The undersigned, _____ (hereafter, "Client"), agrees to retain HARISH BHARTI and LAW OFFICES OF HARISH BHARTI, (hereinafter "Counsel") regarding certain claims arising out of damages with regard to any and all actions or causes of actions Client may have against The McDonald Company.

If there is no recovery, there will be no attorney's fee.

1. Class Action Attorneys' Fees. Client understands that this matter is being pursued as a Class Action, and that if the case is successfully resolved as a Class Action, counsel fees will not be determined by the percentages set forth below, but rather will be determined and approved by the Court overseeing the litigation. Client understands that the benchmark for attorney's fees in Class Actions in the Ninth Circuit (which includes Washington State) is Twenty-Five percent (25%) of the gross recovery, although attorney's fees have generally ranged from Twenty percent (20%) to Thirty-Five percent (35%) or more.

2. Non-Class Action Attorney's Fees. If this matter is not resolved as a Class Action, the Client agrees to pay Counsel, for their services as follows:

If the claim is settled after the date of this Contingency Fee Agreement but more than 30 days before the original scheduled trial date, Counsel will receive Thirty-Three and One-Third percent (33-1/3%) of the amount recovered. If the case is tried, or if it is settled later than Thirty (30) days prior to the original scheduled trial date (per case schedule), Counsel will receive Forty percent (40%) of the amount recovered.

For calculation of the fee, the percentages set out above shall always be applied to the recovery first, before deductions for any costs advanced. Costs advanced by Counsel, if any, shall be deducted from the recovery after computation of the fee.

In the event that provision for an annuity or periodic payment is made as part of the settlement or judgment in this case, then Counsel has the right to immediate and full payment of the above fee. Payment of said fee under an annuity settlement or judgment based upon annuity or periodic payment shall be arrived at by an economist stating in writing the present value of such annuity or periodic payment.

3. Costs. Client understands that there will be costs incurred in addition to attorney's fees. Costs will be advanced by Counsel. Costs advanced include, but are not limited to, filing fees, service of process, deposition costs, copying costs, expert witness fees, travel costs, costs of investigators, long distance telephone calls and parking fees, etc. Client further understands that Counsel may from time to time employ an investigator or such other consulting experts.

4. Hourly Billing Alternative Rejected. Before signing this agreement, the Client has been advised that as an alternative to this contingency fee agreement, Client could have retained Counsel on an hourly basis. Client states that they have chosen to enter into this contingency fee agreement as opposed to an hourly billing rate.

5. Abandonment of Claim. If the Client elects at any time to abandon this claim or discharge Counsel, then in either such event, the Client agrees to pay to Counsel at that time a reasonable fee for the services performed by the attorneys prior to the date of such discharge or abandonment.

6. Attorney Agreement. Counsel agree to diligently investigate, evaluate and prosecute such claims and to keep the Client advised of the progress of the case and of any settlement proposals which may be received. No settlement shall be made without the express consent of the Client. It is understood between the parties hereto that, if at any time counsel deem in their judgment that further prosecution of the Client's claims constitutes an unreasonable financial burden, or for other good and sufficient cause, Client agrees that Counsel may cancel this Agreement and withdraw from further representation upon giving reasonable notice.

7. Original Document Retention. Client is responsible for keeping/maintaining original documents. Counsel will not keep original documents.

8. Client's Responsibilities. If Counsel is unable to reach Client due to change of address or telephone without informing Counsel, Counsel will withdraw after two (2) weeks. Absence with information to this office is acceptable.

9. Lien. Counsel shall have a lien on all moneys or property received in settlement or recovered by judgment or decree, execution, garnishments or by any other proceeding whatsoever.

10. Power of Attorney. Client gives Counsel his/her power of attorney to execute any and all documents connected with and necessary for the prosecution of this action, including, without limitation, pleadings, contracts, releases, dismissals, orders and settlement agreements approved by the client.

11. Counsel Associations. Client authorizes Counsel to associate with another attorney/law firm of Counsel's choosing, with a fee sharing agreement. HARISH BHARTI will be the contact person for the Client. (Herein after referred to as Counsel)

12. Client Misrepresentation. Client agrees to be truthful. Any misrepresentation is a cause for withdrawal by Counsel.

13. Appeals. This Agreement does not cover any form of Appeal. A new Agreement is required for Appeal, including an Appeal from a Summary Judgment Order.

EXECUTED at _____(city), _____(state), on this _____ day of May 2001.

CLIENT'S SIGNATURE
Fully Understood and Agreed

LAW OFFICES OF HARISH BHARTI
309 West Republican
Seattle, WA 98119

Print Name

Telephone

Address and County of Client