

RETAINER AGREEMENT

Matthew Haberkorn and Haberkorn & Associates ("Attorneys"), and Jon Bjornstad ("Client"), hereby agree as follows:

1. Matter Covered. Client hereby retains and employs Attorneys, and Attorneys hereby agree to represent Client, in connection with physical and psychological injuries, as well as any economic and noneconomic losses, suffered in an automobile versus bicycle accident occurring on November 21, 2013.

2. Services to be Performed by Attorneys. Attorneys agree to perform the following legal services if necessary in representing Client with respect to such claims: investigation of claims; determining responsible parties; preparation and filing of lawsuit; prosecution of lawsuit to judgment in the trial court. Further, in the event a judgment is returned in Client's favor, Attorney shall represent Client in opposing any motion for new trial.

3. Services Not Covered by this Agreement. No services, other than those described in Paragraph 2, above, are covered by this Agreement. It is specifically understood that in the event a judgment is not returned in Client's favor in the trial court, or that the amount of the judgment is unsatisfactory to Client, Attorneys shall not be obligated to prosecute a motion for new trial or an appeal of such matter without further fee arrangements between the parties. Likewise, in the event either party appeals from any judgment rendered by the trial court, Attorneys shall not be obligated to render services in connection therewith without additional compensation. It is further understood that Attorneys shall not be obligated to render services in collecting any judgment or settlement or in enforcing any judgment or settlement without additional compensation.

4. Cooperation of Client. Client shall keep Attorneys advised of Client's address and telephone number at all times, shall appear on reasonable notice at any and all depositions and court or administrative appearances, and shall comply with all reasonable requests of Attorneys in a timely fashion in connection with the preparation and prosecution of Client's claims.

5. Attorneys' Authority. Client gives Attorneys the power and authority to execute any and all pleadings, releases, dismissals, and other papers which Client could properly execute, and to receive on Client's behalf any moneys or other things of value to which Client may be entitled because of any judgment recovered or any settlement agreed on in connection with the claims covered by this Agreement.

6. Employment of Experts and Investigators. Attorneys, in their sole discretion, may employ technical experts to examine or report to them the facts of the case. Attorneys may also, in their sole discretion, employ expert investigators to investigate the facts. All such experts shall report exclusively to Attorneys. Charges for

services performed by the expert witnesses and investigators shall be advanced by Attorneys at the expense of Client.

7. Association of Other Attorneys. Attorneys may, at their sole discretion, associate any other attorney in representing Client's claims and split attorneys' fees accordingly, so long as the aggregate fee charged to Client is not affected.

8. Attorney's Fees. Client acknowledges that he has been advised by Attorneys that the following contingency fee is negotiable and is in no way set by law. Client has also been advised that Attorneys could be retained at an hourly rate but, instead, Client has requested retainer based on a contingent fee.

Client agrees to pay Attorneys a contingency fee of Thirty-three-and-one-third (33 1/3%) of any recovery obtained in the matters covered by this agreement prior to the filing of a lawsuit in any Court of law.

Client agrees to pay Attorneys a contingency fee of Forty Percent (40%) of any recovery obtained in the matters covered by this agreement once a lawsuit is filed on Client's behalf in any Court of law.

In the event some or all of Clients' recovery is in the form of periodic payments over time or some other type of structured settlement, the percentage of recovery payable to Attorney as fees shall be calculated based on the estimated present value of the total recovery to Client. Any such fees shall be due and payable immediately upon settlement, not when the periodic or future payments are made. Client agrees that Attorneys shall not be required to defer recovery of fees and costs as a pro rata share of the periodic or future payments.

The distribution of any receipt of recovery shall be after reimbursement of costs and disbursements as provided in Paragraph 9 below. In the event of no recovery by way of settlement or verdict, no fee shall be owed Attorneys unless Attorneys were discharged prior to an award, either by settlement or verdict, and no subsequent attempt to prosecute the subject matter of this agreement was made by alternate counsel or Client.

In the event Client decides to discontinue prosecution of the action that is the subject matter of this contract over the objection of Attorneys, or Client otherwise discharges Attorneys prior to settlement award or final judgment, Attorneys shall be entitled to the reasonable value of Attorneys' services up until the time of discharge. "Reasonable value" of Attorneys' services shall be computed at the option of the Attorneys as either: the percentage in Paragraph 8, above, as to any award or judgment, or

(b) at the hourly rate of \$350.00 for all attorney time, and \$150 for all non-attorney time spent on the matter, plus

(c) Costs advanced.

9. Costs and Disbursements. Attorneys shall advance any costs and disbursements incurred. Any costs and disbursements aforesaid which are advanced by Attorneys shall be subtracted from any recovery obtained in connection with Client's claims before determining the shares payable under the contingency fee agreement provided in Paragraph 8, above. The said costs and disbursements shall be reimbursed to Attorneys. In the event of no recovery on Client's behalf, Client shall have no obligation to reimburse Attorneys for any such costs and disbursements advanced.

10. Attorneys' Lien. Clients hereby grant Attorneys a lien on Client's claims and any cause of action filed thereon to secure payment to Attorneys of all sums due under this Agreement for legal services rendered and costs advanced, if any.

11. Attorneys' Right to Withdraw. Attorneys reserve the right to withdraw as Client's attorney and be relieved of any obligations under this Agreement for any reason with regard to the claims covered by this Agreement. If Attorneys withdraw, Attorneys shall have a lien against any future recovery as set forth in Paragraph 8 above.

12. Fee Disputes.

a) All fee disputes shall be submitted to arbitration in accordance with Business and Professions Code §§ 6200 et seq. and the San Mateo County Bar Association Rules of Procedure. Client and Attorneys agree that, to the extent allowable by law, any and all fee disputes shall be resolved through binding arbitration. In this regard, in the event a dispute over fees arises, Client and Attorneys agree to execute whatever documentation or authorizations may be required by the San Mateo County Bar Association Rules of Procedure to submit any such dispute to binding arbitration.

b) Any other dispute between Client and Attorneys arising out of or relating to this agreement, including but not limited to the professional services provided by Attorneys, shall be resolved by binding arbitration with the American Arbitration Association in accordance with their rules of procedure for the San Francisco office existing at the time of arbitration. Client and Attorneys hereby expressly waive their right to a jury trial of any such dispute.

c) Additionally, in the event that there is litigation or arbitration between Attorneys and the Client over the payment of attorneys' fees, the prevailing party shall be entitled to collect the costs, expenses and fees incurred in conjunction with that litigation or arbitration. Recoverable fees shall include compensation at the rates stated in paragraph 8 for any time expended by any attorney or paralegal who is a member of or is employed by Attorneys in resolving or litigating any such fee dispute. For purposes of any such litigation or arbitration, in the event that Attorneys represent themselves, they shall be entitled, if prevailing, to collect the reasonable value of their services, based on their current billing rates, as if they had been represented by outside counsel.

13. Disclaimer. It is agreed that Attorneys have made no guarantees regarding the conclusion of, outcome of, or cost of handling the matter described above.

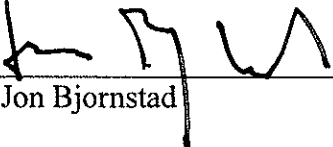
14. Entire Agreement. This Agreement constitutes the entire agreement between the Client and the Attorneys, and there are no other agreements or understandings. There shall be no change or waiver of any of the provisions of this Agreement unless such is in writing and signed by all parties.

15. Malpractice Insurance. Pursuant to Rule 3-410 of the California Rules of Professional Conduct, Attorney informs Client that Attorney does have professional liability insurance.

16. Right to Seek Independent Legal Advice. Before entering into this Agreement, Attorneys have advised Client of his right to seek the advice of an independent attorney concerning the terms and conditions of this Agreement, and have been encouraged to seek such independent advice as Client desires concerning any questions on this matter.

17. Copy Received by Clients. Clients acknowledge receipt of this Agreement concurrently with Clients' execution thereof.

CLIENT:



Jon Bjornstad

December 13, 2013

ATTORNEYS:

HABERKORN & ASSOCIATES

By 

MATTHEW H. HABERKORN

December 13, 2013

PRIVACY POLICY OF HABERKORN & ASSOCIATES

Lawyers, as providers of certain personal services, are now required by the Gramm-Leach-Bliley Act to inform their clients of their policies regarding privacy of client information. Our law firm understands your concerns as a client for privacy and the need to ensure the privacy of all your information. Your privacy is important to us and maintaining your trust and confidence is a high priority. Lawyers have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by such Act. Therefore, we have always protected your right to privacy. The purpose of this notice is to explain our Privacy Policy with regard to personal

information about you that we obtain and how we keep that information secure.

NONPUBLIC PERSONAL INFORMATION WE COLLECT

We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization or consent.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT OUR CLIENTS OR FORMER CLIENTS TO ANYONE, EXCEPT AS PERMITTED BY LAW AND ANY APPLICABLE STATE ETHICS RULES.

We do not disclose any nonpublic personal information about current or former clients obtained in the course of representation of those clients, except as expressly or impliedly authorized by those clients to enable us to effectuate the purpose of our representation or as required or permitted by law or applicable provisions of codes of professional responsibility or ethical rules governing our conduct as lawyers.

CONFIDENTIALITY AND SECURITY

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and to comply with professional guidelines or requirements of law. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.