

**GARY, WILLIAMS, PARENTI, FINNEY, LEWIS,
McMANUS & SPERANDO**

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**RETAINER AND CONTINGENCY
FEE AGREEMENT**

In consideration of legal services rendered by the law firm of Gary, Williams, Parenti, Finney, Lewis, McManus, Watson & Sperando (the "Firm"), the undersigned Client retains the Law Firm to represent him/her in connection with all claims individually in connection with an action against Coca-Cola Company (the "Action"). This retainer agreement shall also govern any related claims to Action.

The undersigned Client wishes to employ the Law Firm to serve as his/her attorney and counsel in the Action. The primary objectives of the Action are to recover fair and appropriate compensation and appropriate declaratory and injunctive relief on behalf of the Client.

The Law Firm accepts said employment and is authorized by the Client to effect a settlement or compromise, subject to the Client's approval, or to institute such legal action as may be advisable in the attorney's judgment in order to enforce Client's rights.

If the Client's case is settled on an individual basis before a pre-trial order is entered, or if none, before the scheduled close of discovery, the attorney fee shall be 25% of the total recovery. If the case goes beyond that the attorney fee shall be 33 1/3% of the total recovery. In no event shall the fee exceed the maximum amount allowable by the law. If the Law Firm decides, in its sole discretion, to retain other counsel to assist in its efforts on behalf of the Client, any attorney fees for additional counsel shall be paid from the legal fees owed to the law Firm.

Should the Client elect to accept a settlement at any stage of the proceeding that includes structured or annuity payments it is agreed that the Attorneys fees shall be calculated on the cost of the structured

Costs 20

settlement or if the cost is unknown on the present money value of the total settlement, whichever is less. Additionally, it is agreed that payment of the attorneys fees shall be in a lump sum payable at the time of the settlement.

In the event that Attorney fees are recovered in the Action from any adverse party, it is expressly understood that this contract is not to be construed in any way as a limitation on the maximum reasonable fee to be awarded to the Law Firm by the Court. Any fees awarded by the Court will be credited against the sums due from the Client. Any excess awarded by the Court would be retained by the Law Firm.

Costs will be advanced by the Law Firm, including but not limited to internal expenses incurred by counsel (i.e., in-house copying, long distance telephone charges, deliver/courier services, legal research) as well as external disbursements (i.e., court costs, fees and expenses of experts, travel expenses, court reporters, videographer services, jury consultants, photography, exhibit design and production, and communication expenses). Said advances shall be advanced by the Law Firm and said advances shall be deducted from any recovery and returned to the Law Firm at the time disbursement of the settlement proceeds. The Law Firm shall have a lien on said claim, suit or recovery for attorneys fees and costs advanced.

Accepted

In the event that an appeal is taken, a new and separate agreement shall be entered into by the parties as to services and fees.

The Law Firm may withdraw at any time from the representation by giving reasonable written notice and the Client agrees to sign a consent to withdraw or substitution of counsel in the event of such withdrawal.

Should the Client terminate this agreement at any time after three business days of the execution of this agreement, the Law Firm shall be entitled to a reasonable fee and if the Law Firm has advanced funds on the Client's behalf in the representation of the Client, the Law Firm shall be reimbursed for such amounts advanced on the Client's behalf.

This agreement is governed by and shall be construed according to the laws of the State of Georgia. This Agreement can not be modified except by a writing signed by all parties.

The Client understands that this Law Firm and its lawyers are prohibited by ethical rules to provide any financial assistance to the Client directly or indirectly for any reason even if the need arises for food, shelter, medical care, transportation, etc. The Client further affirms that neither the Law Firm or any of its lawyers have provided, promised or suggested any such

financial assistance in connection with the Client's employment of this Law Firm to pursue this Action.

This Agreement shall conform to all applicable laws and shall any provision be found void or voidable, all other provisions shall be enforceable as to accomplish the purpose of this Agreement.

Dated this 19th day of March, 2001.

Gary, Williams, Parentl, Finney,
Lewis, McMagus, Watson & Sperando
Accepted by:

T. P. HOFFLER
Attorney

Sharon Magum
Client Sharon Magum

D. Shirl McMan
Attorney