EXHIBIT A

The Old firm

TRAVERSE CITY, MICHIGAN 49685-0705

OTHER LOCATIONS:
LANSING, MICHIGAN
GLEN LAKE, MICHIGAN

September 12, 2002

*ADMITTED DISTRICT OF COLUMBIA
+ ADMITTED STATE OF MINNESOTA
+ ADMITTED STATE OF WISCONSIN

PERSONAL AND CONFIDENTIAL
ATTORNEY/CLIENT PRIVILEGED

Re: Agreement of Retention

The Old firm

Thank you for selecting o represent your interest in all causes of action arising out of injuries sustained in an automobile accident which occurred on July 20, 2002 in the vicinity of Dayton, Ohio. As previously discussed, we cannot guarantee the potential outcome of any matter and it is understood that no representations regarding specific outcomes have been made. However, we agree that shall diligently represent your interest in the aforereferenced matter. The Old Firm

As we begin our attorney client relationship, it is important that we agree about how your attorney fee will be determined, calculated and paid. You may choose to pay the attorney fee on a fixed hourly rate basis, a per diem basis, or a fixed-percentage contingent fee basis.

We have agreed that the attorney fee, excluding costs, will be paid on a 33 1/3% contingency basis or the attorney's fee and costs awarded by the Court, whichever is greater. The 33 1/3% fee is calculated at the conclusion of the matter after all costs and expenses have been paid. It is important for you to understand that you are solely responsible for the costs incurred regardless of the outcome of your case. Our ethical responsibilities require that the client be responsible for paying various expenses incurred, which include but are not limited to filing fees, transcript or reporting fees, deposition charges, expert witnesses, long distance telephone charges, photocopying charges, express delivery charges, fax charges, witness fees and the cost of transportation, meals and lodging. These costs and all other costs will be advanced by our office on your behalf. We will discuss with you any substantial expense, such as an expert witness fee before it is incurred.

Should your claim be resolved in such a manner that you are entitled to periodic payments, we shall receive compensation based on the settlement's present value. We shall receive our compensation in one payment, to be made when you receive your first periodic payment and not when future payments are made, unless we agree otherwise.

In the event that any court of competent jurisdiction awards sanctions or costs, including actual attorney fees, against any person defending the claim for misconduct in discovery or for vexatiously multiplying the proceedings pursuant to any applicable rule, that fee award shall be deemed compensation for extraordinary legal services and shall be for the sole benefit of The Old Firm.

You have an affirmative duty to cooperate or do whatever The Old Firm and/or the court determine is necessary to process the lawsuit (for example, attend doctor's appointments, depositions, court hearings, or site inspections). If you fail to cooperate, we with the court's permission, may withdraw. We will also seek to withdraw if you commit fraud or make misrepresentations. In either instance, you cannot withhold consent to withdrawal.

Currently, our Retention Agreement does not contemplate the involvement of the firm in any appellate representation.

You agree to give The Old Firm the exclusive right to take all legal steps to enforce said claims including retaining co-counsel without extra cost to you, and you further agree not to settle said claims in any manner without the written consent of your attorney.

If there should be any question or dispute regarding your bill for professional services, you obviously may contact the firm at any time for an explanation of the charges at no cost.

Client agrees that Attorney shall have a lien against all money and property recovered in this matter, from any source, for payment of all fees, costs and expenses which may be owed to Attorneys, and that Attorneys are entitled to receive the money and property recovered and to deduct the amounts owed before delivering the balance to Client.

Both you and The Old Firm have the right to terminate the engagement at any time after reasonable advance written notice. On termination, all fees and costs incurred prior to termination shall be paid promptly. Thereafter, we will deliver original documents entrusted to us and any documents that you have paid for that have not previously been delivered. On termination, you may obtain copies of any additional documents in our files on request and on payment of photocopying charges.

The Old Firm believes that most disagreements can be resolved to mutual satisfaction in a friendly, non-threatening environment. While we do not expect there to be any problems whatsoever with our relationship, misunderstandings can occur. Therefore, we agree that any dispute arising under this agreement with you, our client (except disputes to outstanding legal fees and costs) but including the scope, nature and

quality of services to be performed by us, and other terms of the engagement shall be submitted to mediation. A competent and impartial third party, acceptable to both parties, shall be appointed to mediate, and each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceedings shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. If the dispute requires litigation, the court shall be authorized to impose all defense costs against any nonprevailing party found not to have participated in the mediation process in good faith.

In confirmation of the above understanding and agreement regarding our retention, legal representation and fee agreement in this matter, this letter constitutes the terms and conditions of our retention; therefore, please sign the attached Authorization of Retention enclosed. Please keep a copy for your file.

If you have any questions regarding this agreement, please discuss them with me prior to signing this Agreement. I very much appreciate your selection o "The Old Firm" to represent you in this matter and we look forward to working with you.

Sincerely yours,

The Old Firm

GAL

AUTHORIZATION OF RETENTION

I, _____ hereby agree to retain the law firm of The Old Firm, to represent me in all causes of action arising out of injuries sustained in an automobile accident which occurred on July 20, 2002 in the vicinity of Dayton, Ohio, with the terms of the foregoing Agreement of Retention. I understand that no attorney can guarantee favorable results, particularly in a personal injury case, but understand that said attorneys will diligently represent my legal interests. I also understand that there are no other agreements, oral or otherwise, between The Old Firm and the undersigned.

Dated: _____

_____

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Dated: _____ Agreed:

_____

AUTHORIZATION TO RELEASE POLICE, FIRE AND EMS RECORDS

To: _____

_____

_____

Re: Name:
Soc.Sec.#:
Date of Birth:
Date of Accident: 07-20-02

You are authorized to give my attorneys. The Old Firm or their representatives, any and all information that may be requested concerning the accident in which I was injured on in Montgomery County, Ohio.

This authorization shall continue until revoked by me in writing. A photostatic copy of this release may be used in place of the original.

Dated: _____

_____

Witnesses:

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