

# ADEMI & O' REILLY, LLP

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April 8, 2013

Dear Client,

Thank you for the opportunity to represent you in this matter. This confirms that you have retained us to represent you as a named plaintiff and in the class action, on a fully contingent basis, that seeks to challenge the transaction involving Lufkin Industries Inc. in which you are a current shareholder (the "Litigation"). This confirms also that you purchased the shares prior to the announcement of the transaction and you did not purchase shares for the purpose of commencing the Litigation. You understand that you must maintain continuous stock ownership of the shares of Lufkin Industries Inc. and to notify us immediately if you decide to sell any or all of these shares. We have thoroughly and extensively investigated this matter, and believe that there is a valid legal and factual basis to prosecute the Litigation.

## I. NO LIABILITY OR COST TO CLIENT

1. We shall advance all expenses in the Litigation. You are not liable to pay any expenses of the Litigation, whether attorneys' fees or costs. Recovery of costs and other expenses is contingent upon a favorable result being obtained. If no favorable result is obtained, you owe nothing to us or any other party for costs and other expenses. Should defendant(s) be awarded costs and expenses, we will be responsible for such costs and expenses, not you.

2. If there is a favorable result in the Litigation, whether by settlement or judgment, we may ask the court to award us compensation to be paid by the defendants or as a portion of any monetary class benefit, as approved by the Court, which amount shall include attorneys' fees and reasonable disbursements.

## II. RESPECTIVE DUTIES AND OBLIGATIONS

1. You authorize us to prosecute the Litigation. If designated as sole or one of the Class Representative(s), you will monitor, review and participate with appointed Class Counsel in the prosecution of the Litigation. If designated Class Counsel, we will consult with Class Representative(s) concerning all major substantive matters related to the Litigation, including, but not limited to, the complaint, dispositive motions and settlement. Because of potential differences of opinion between class members concerning, among others, strategy, goals and objectives of the Litigation, the decisions of the appointed Class Representative(s) shall be final and binding in all matters regarding the Litigation.

2. We shall provide sufficient resources, including attorney time and capital for payment of costs and expenses, to vigorously prosecute the Litigation.

3. Under the rules governing class action litigation, while Class Representative(s) cannot receive any benefit or recovery in addition to different from other class members, the Court may approve, upon application, reimbursement of the reasonable costs and expenses directly related to the representation of the class. Examples are lost wages and travel expenses associated with testifying in the action.

### **III. GENERAL PROVISIONS**

1. You agree to cooperate in the prosecution of the Litigation including providing documents to substantiate your share holdings, and to cooperate in providing discovery information, including a deposition if necessary.

2. You recognize that we may or will be representing other shareholders in the Litigation. You agree that any conflicts caused by such representation are waived.

3. You agree that our files and papers compiled in connection with our investigation and prosecution of the Litigation constitute our work product and property over which we have complete control with respect to its use and/or disclosure.

4. You may have discussed the Litigation with other attorneys or law firms, but you have not retained any other attorneys or law firm to represent you in connection with the Litigation. During the course of the Litigation, we may employ and/or work with other attorneys or law firms to prosecute the Litigation.

### **IV. TERMINATION**

1. You may terminate our relationship, with or without cause and without penalty, by providing us with written notice of termination. We may terminate our relationship with or without cause and without penalty, by providing you with written notice of termination should you fail to cooperate in the prosecution of the Litigation or such other reason as may be approved upon application to the Court.

2. If we are terminated for any reason, we shall be entitled (a) to be reimbursed, pursuant to Section I above, for reasonable out-of-pocket costs and expenses that we incurred, but only if and when a favorable result is obtained, and (b) to be paid such compensation as might be payable to us in accordance with this letter, but only if and to the extent and at the time compensation is payable to us from any favorable result in the Litigation pursuant to Section I above.

### **V. NOTICE**

1. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered as follows:

TO THE CLIENT:

The address set out in the Certification/Claim Form.

TO US:

Ademi & O'Reilly, LLP  
3620 East Layton Ave.  
Cudahy, WI 53110  
Attention: Guri Ademi

2. Any actions arising out of this letter shall be governed by the laws of Wisconsin, and shall be brought and maintained in the Milwaukee County Circuit Court, which shall have exclusive jurisdiction thereof.

3. This letter, along with the signed Certification/Claim Form, sets forth the entire agreement between us, and supersedes all other oral or written provisions.

We look forward to representing you to in the Litigation.

Very truly yours,  
ADEMI & O'REILLY, LLP

Guri Ademi

AGREED

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Jeff Kane

Date