

# ADEMI & O' REILLY, LLP

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March 15, 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, with respect to claims arising out of the your purchase of Great Lakes Dredge & Dock Corporation securities (the "Litigation"). 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 will 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 recovery being obtained. If no recovery 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 recovery in the Litigation, whether by settlement or judgment, we shall be compensated via payment of a reasonable percentage of any recovery as approved by the Court, which amount shall include attorneys' fees plus reasonable disbursements. "Disbursements" include, among others, costs of travel, telephone, copying, fax transmission, depositions, investigators, messengers, mediation expenses, computer research fees, court fees, expert fees, other consultation fees and paralegal expenses. Any recovery in the Litigation will first be used to reimburse disbursements.

3. In the event that the Litigation is resolved by settlement under terms involving any "in-kind" payment, such as stock, such "in-kind" payment will be considered part of the recovery.

## II. RESPECTIVE DUTIES AND OBLIGATIONS

1. Upon our execution of this letter, we are retained to provide legal services for the purpose of seeking damages and other relief in the Litigation. You grant authorization to seek appointment as Lead Plaintiff in the Litigation, and if we, in our sole discretion, believe that Client might be an appropriate Lead Plaintiff candidate, we will seek appointment of Client as Lead Plaintiff, and seek the appointment of our firm as Class Counsel. If this occurs, the Litigation will be prosecuted as a class action with Client as sole or one of Lead Plaintiff(s) and us as sole or one of Class Counsel(s).

2. Client authorizes us to opt the Client out of the Litigation and/or pursue the Client claim individually, if the Client is not appointed Lead Plaintiff and we are not appointed Class Counsel.

3. You authorize us to prosecute the Litigation. If designated as sole or one of the Lead Plaintiff(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 Lead Plaintiff(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.

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

5. Any recovery will be divided among class members, including you, based on the recognized loss by such class members as calculated by a damage allocation plan prepared by a financial expert and provided to the appointed Lead Plaintiff(s). Such allocation plan shall be subject to Court approval, and will account for such factors as size of stock ownership, date of purchase, date of sale and continued holdings, if any. Under the rules governing class action litigation, although 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**

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

2. You recognize that we may or will be representing other investors 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