

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT, dated _____ is made

BETWEEN the Client(s) _____
whose address is, _____, referred to as "You".

AND Lane M Ferdinand Esq. 505 Morris Avenue Suite 302 Springfield, NJ 07081 referred to as the "Law Firm".

1. Your Injury or Damages. You have been injured or suffered damages as a result of an accident which took place on or about _____. You agree that the Law Firm will make a claim on your behalf against others who are responsible for your injuries or damages.

2. Legal Services. The Law Firm will protect your legal rights and do all necessary legal work to properly represent you in this matter.

3. Costs and Expenses. In addition to legal fees, You may be required to pay expenses in connection with the institution and prosecution of your claim. Such expenses may include, among other things, expert's fees and expenses, expenses for other testimony or evidence, court costs, accountant's fees, appraisers' fees, service fees, investigator's fees, deposition costs, costs of briefs, transcripts on appeal and extraordinary photocopying, long-distance telephone and postage expenses. You will not be required to pay for usual and customary law office overhead expenses, such as local telephone charges, routine photocopying and postage costs and expenses associated with legal research. The Law Firm may advance such costs and expenses on Your behalf, but is not obligated to do so. In the event the Law Firm does advance any costs or expenses, it nevertheless retains the right to refuse to advance further costs and/or expenses should the Law Firm, in its sole discretion, determine that it no longer is appropriate to do so.

4. Interest on Expenses Advanced on Your Behalf. You have been advised that it has the option of having the Law Firm advance costs and expenses referred to in Paragraph 3 above or in the alternative, You may elect to advance a retainer to cover such costs and expenses. In the event You elect to have the Law Firm advance costs and expenses, You understands that the Law Firm will borrow the funds necessary to cover costs and expenses at an interest rate equal to the prime interest rate plus 1%. You further understands that in addition to reimbursing costs and expenses at the conclusion of the case from the proceeds of any settlement or judgment, You will also reimburse the Law Firm interest expenses incurred.

You elect to have Law Firm advance costs and expenses and agree to reimburse Law Firm costs and expenses with accrued interest.

You elect to advance costs and expenses.

5. Legal Fees. If the Law Firm recovers money for you, which is greater than your costs and expenses (see paragraph 3), you will pay the Law Firm a legal fee. The fee will be based on a percentage of the net recovery. Net recovery on Your half, minus Your costs and expenses, and minus any interest included in a judgment pursuant to R. 4:42-11(b). The fee will be as follows:

(a) 33 1/3% on the first \$750,000 net recovery;

(b) 30% on the next \$750,000 net recovery;

(c) 25% on the next \$750,000 net recovery;

(d) 20% on the next \$750,000 net recovery; and

Fees on all amounts recovered in excess of the above will be determined by the Court.

6. Reduced Fees For Infants or Incompetents. (Check if applicable)

This Agreement is not signed on behalf of an infant or an incompetent.

The legal fees will be reduced to 25% of the net recovery if this matter is settled prior to the empaneling of a jury in a jury trial or before the earlier of Plaintiff's opening or testimony of the first witness in a bench trial.

7. **Alternative Fee Plan.** The Law Firm has offered to represent You and charge You legal fees which You will be required to pay even if You recover no money. You have rejected this and have, instead, agreed to pay the contingent fees, as set forth in this Agreement.

8. **Increased Legal Fees.** The Law Firm may ask that the Court require You to pay a greater legal fee, if the agreed upon fee is too low in light of the time and effort which the Law Firm exerts on your behalf. The Court would then decide whether or not to increase the legal fees.

9. **Additional Agreement.** If an offer has been made to settle this case before trial and the You, in opposition to the Law Firm's legal advice, rejects the offer and elects to proceed to trial, the You shall advance all costs and expenses associated with the trial or consents to the Law Firm withdrawing from representation..

10. **Subrogation.** In the event that there is a recovery, you shall be obligated to pay any liens which may be asserted against you for healthcare services received in connection to the injuries arising from this lawsuit. When you are injured and your medical bills are paid by your healthcare provider or other third party sources, these companies often seek reimbursement when you receive a settlement or judgment against the wrongdoer. Any repayment that is demanded and owed will be your responsibility to pay out of your share of the recovery.

11. **Appeal.** The fee shall not include legal services on any appeal, review proceeding or retrial, and this shall not be deemed to require the attorney to take an appeal.

12. **The Law Firm shall withdraw** on your request, but shall have a lien on your file for all work done by the Law Firm for the reasonable value of the legal services rendered which shall be two hundred fifty dollars (\$250.00) per hour, or one-third (1/3) of the settlement fee, whichever is greater, on any offer of settlement made by the defendant or its insurance company before the Law Firm is asked to withdraw.

13. **You agree that the Law Firm has made no promises** or guarantees regarding the outcome of your claim. You understand that the Law Firm will investigate your claim and, if after so investigating, the claim does not appear to have merit, then the Law Firm shall have the right to cancel this Agreement.

14. **You acknowledge that the Law Firm has advised that unless suit is filed within two (2) years** after the date of accident, that your claim will expire and you will be unable to collect on the claim thereafter, (the Statute of Limitations). You should not assume that a claim has been filed on your behalf unless you have received a copy of the Complaint. Even if the Law Firm files a Complaint on your behalf to preserve your claim under the Statute of Limitations, the Law Firm shall still have the right to cancel this Agreement if the subsequent investigation appears to show that your claim does not appear to have merit.

15. **There are no other written or oral agreements** between you and the Law Firm.

16. **Telephone Communication.** You agree that if the attorney working on your case is unavailable for telephone conferences, that you will schedule an appointment with the attorney's assistant, knowing that it is often difficult for the attorney to be available at all times for telephone communication. The attorney will be available for personal conferences in his office at a mutually convenient hour.

17. **Settlement Offers.** If a settlement offer has been made prior to or during Trial, and the Law Firm feels that the offer is reasonable, in its sole judgment, the Law Firm may insist that you pay for the costs of the expert witness testimony at that time, "up front" and prior to the expert witness testifying, even if the expert witness does not require payment "up front". If you do not make payment for such expert testimony fees at

that time, and still insist on trying the case, you shall honor the terms of Paragraph entitled "Alternative Fee Plan" herein and you shall not object to the Law Firm's Motion to be withdrawn as counsel of record.

18. Discretion to charge trial costs. If in the law firm's professional opinion, the case should not proceed to trial for any reason, and you disagree, it will be your responsibility to pay for any and all expenses, including expert witness fees and trial costs, in advance of trial.

19. Personal Injury Protection Claims. You understand that the Law Firm is not obligated to submit to your Personal Injury Protection (PIP) carrier or make a claim under the American Arbitration Association Rules or file a lawsuit for payment of PIP benefits for the payment of medical bills, lost wages, essential services or death benefits, until such time as you and the Law Firm enter into a **separate written Retainer Agreement**. You expect that the Law Firm will not take any action as described in this Paragraph, even though it may have submitted medical bills to your PIP carrier. You realize that you have two (2) years to file a claim for the payment of PIP benefits from your insurance carrier from the date of the accident, at a minimum and unless a AAA arbitration or litigation is filed within two (2) years of the accident, you will have waived your rights to make any claim.

_____ (Initial)

20. Verbal Threshold Cases. You understand that if you have selected a Verbal Threshold option or if you are an out-of-state resident that had an accident in New Jersey, you will have been "deemed" under the "Deemer Statute" to be a Verbal Threshold case and you will have had to suffer a "serious injury" under the New Jersey statute in order to recover any non-economic loss, including pain and suffering. You realize that you must fall into one of the nine categories:

1. Death
2. Dismemberment
3. Significant disfigurement
4. A fracture
5. Loss of a fetus
6. Permanent loss of use of a body organ, member, function or system.
7. Permanent consequential limitation of use of a body organ or member.
8. Significant limitation of use of a body function or system.
9. A medically determined injury or impairment of a non-permanent nature which prevents the injured person from performing substantially all of the material acts which constitute that person's usual and customary daily activities for not less than ninety (90) days during the 180 days immediately following the occurrence of the injury or impairment.

Verbal Threshold cases are difficult to evaluate until medical treatment has commenced and diagnostic tests are completed. The Law Firm reserves the right to reevaluate these cases after the relevant evidence has been received and reviewed. The attorneys at the Law Firm may withdraw as counsel if he/she in his/her sole discretion determines that you do not meet the Verbal Threshold described above. The Client understands that if the Law Firm does decide not to take the case and does withdraw as counsel that he/she should immediately contact another attorney to represent her/him. The mere fact that the Law Firm of **Lane M Ferdinand Esq.** does not pursue the case on the Client's behalf does not mean that the Client may not have a valid case.

_____ (Initial)

21. Diary of Daily Activities. You understand that you must keep a written diary of the problems that you are having as a result of your injury. You must indicate the activities that you cannot perform and the activities in which you are limited in performing. You realize that this information is necessary in order to defeat the verbal threshold. You realize that the injury must cause a "significant impact" on your "usual and customary daily activities", and the same must be documented in the diary that you will keep.

22. Questionable fault and/or damages. If, after investigation, which may include the discovery phase of any lawsuit filed, the Law Firm determines, in their professional opinion, that a claim is not warranted under the particular circumstances of the case, the Law Firm, upon reasonable notice, will be permitted to ask YOU to forward the costs associated with proceeding with the case, or to withdraw from representation altogether.

23. Material Misrepresentation to Law Firm. If, after investigation, the Law Firm determines, in their professional opinion, that you have made a material misrepresentation to the Law Firm about any facts pertinent of the case, **the Law Firm, upon reasonable notice, will be permitted to ask YOU to forward the costs associated with proceeding with the case, to reimburse the Law Firm for costs incurred and paid by the Law Firm, and/or to withdraw from representation altogether.**

24. Signatures. You have read this Agreement. The Law Firm has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been signed copy of this Agreement.

Lane M Ferdinand Esq.

By

Lane M Ferdinand, Attorney

Client,