

**LAW OFFICES OF LANE M. FERDINAND PC  
AGREEMENT TO PROVIDE LEGAL SERVICES**

This agreement, dated, \_\_\_\_\_, 20\_\_\_\_ is made between the client(s), you (and your child) are

clients, your names and addresses are:

Name: \_\_\_\_\_ Home Phone \_\_\_\_\_  
Address \_\_\_\_\_ Cell Phone \_\_\_\_\_  
City, State and Zip Code \_\_\_\_\_ Work Phone \_\_\_\_\_

**AND THE LAW FIRM: LAW OFFICES OF LANE M. FERDINAND  
505 MORRIS AVENUE  
SPRINGFIELD, NEW JERSEY 07081**

1. You have employed our Law Firm to make a claim for injuries you (and/or your child) suffered.
2. The date of the accident was \_\_\_\_\_
3. You agree that the Law Firm will make a claim on your behalf against others who are responsible for your injuries or damages.
4. You feel those who are responsible for your injuries are:  
\_\_\_\_\_  
\_\_\_\_\_

5. **COSTS AND EXPENSES:** In addition to legal fees, you are required to pay for expenses in connection with institution and prosecution of your claim. We may pay these expenses in advance on your behalf or we may request that you pay them in advance. Such expenses may include, among other things:

Witness and expert fees	Deposition costs
Costs of briefs	Investigation expenses
Fees for service of papers	Court costs
Fees for medical reports/records	Office expenses: telephone, faxes, photo copies, etc.

6. **LEGAL FEES:** If the Law Firm recovers money for you, which is greater than your costs and expenses (see paragraph 5), you will pay the Law Firm a legal fee. The fee will be based on a percentage of the net recovery. Net recovery is the total recovered on your behalf, minus your costs and expenses.

The fee will be as follows:

- a) 33 1/3% of the first \$500,000 net recovery;
- b) 30% of the next \$500,000 net recovery;
- c) 25% of the next \$500,000 net recovery;
- d) 20% of the next \$500,000 net recovery;
- e) fees on net recoveries exceeding \$2,000,000.00 will be determined by the Court.

**NO FEE, IF NOTHING RECOVERED.** This does not apply to costs and expenses which would be due and payable.

When the amount recovered is for the benefit of a client who is an infant or incompetent when the contingent fee arrangement was made, the foregoing limits shall apply, except that the legal fees will be reduced to 25% of the net recovery if this matter is settled without trial.

7. **ALTERNATIVE FEE PLAN:** The Law Firm has offered to represent you and charge you legal fees which 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. **REJECTION OF ATTORNEY'S ADVICE:** Often times the Law Firm will advance monies for payment of costs and expenses listed in Paragraph 5. If you refuse to make a settlement proposal or refuse to accept a settlement offer which is recommended by the Law Firm, then from that day on you will be required to advance further expenses.
10. **MEDICAL BILLS:** We will assist you in getting your medical bills paid through your personal injury protection policy, if applicable. We will not institute suit against the insurance company for this unless we specifically agree to do so in writing. If your medical providers request us to protect their bills out of any settlement proceeds, you authorize us to do so.  

\_\_\_\_\_  
(client's initials)
11. **OBLIGATIONS OF EACH OF US:** Our firm agrees to process this claim on your behalf. We will expect you to cooperate and follow our instructions. If you are married, you authorize us to name your spouse as a party plaintiff for loss of consortium in any lawsuit we may file if we deem same appropriate.
12. **NO OBLIGATION TO APPEAL:** In the event an adverse decision is made in your case by a Judge or jury, we are not under an obligation to appeal that decision to a higher court unless you enter into a separate written agreement with us covering your financial responsibility in connection with an appeal.
13. **RIGHT TO WITHDRAW AS ATTORNEY:** If after investigation, we feel that your case is not worthwhile to pursue we shall notify you of this and we shall be under no obligation to continue in representing you.
14. **COPY GIVEN TO YOU:** We have given or will shortly mail a copy of this contract to you.
15. **SIGNATURES:** You have read this agreement. The Law Firm has answered all of your questions and fully explained this agreement to your complete satisfaction.

Notwithstanding anything to the contrary contained herein, it is understood and agreed that if the client is subject to the verbal threshold, attorney has no obligation to try this case if a settlement offer is made that is not satisfactory to client or no offer is made. The attorney, at his option, may try this case provided client advances all costs associated with trial including but not limited to expert fees. Client understands and it has been explained that verbal threshold cases are difficult to prevail on and are aggressively being defended by insurance companies. .

**LAW OFFICES OF LANE M. FERDINAND, P.C.**

By: \_\_\_\_\_  
Attorney

\_\_\_\_\_  
Client

\_\_\_\_\_  
Client