

Agreement to Provide Legal Services for a Contingent Fee

THIS AGREEMENT, dated _____, is made BETWEEN the Client(s) _____, residing at _____, referred to as "You,"

AND

ROSSETTI & DEVOTO, P.C.
ATTORNEYS AT LAW
20 BRACE ROAD SUITE 115
CHERRY HILL, NJ 08034

Referred to as the "Law Firm."

1. Your Injury or Damages. You have been injured or suffered damages as a result of

which took place on or about _____ and your problems are:

You agree that the Law Firm will make a claim on your behalf against others who are responsible for your injuries or damages. Names and addresses of those You feel are responsible for the injury(ies):

<u>Name</u>	<u>Street & Apartment #</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
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2. Legal Services. The Law Firm will protect your legal rights and do all necessary legal work to properly represent You in this matter. The Law Firm expects You to cooperate and follow its instructions.

3. Costs and Expenses. In addition to legal fees, You may be required to pay for expenses in connection with the institution and prosecution of your claim. Such expenses may include, among other things, medical records and reports, expert's fees and expenses for other testimony or evidence, court costs, investigator's fees, deposition costs, cost of briefs, transcripts on appeal and extraordinary photocopying done by outside vendors, messenger service, overnight delivery, and express mail expenses. You will not be required to pay for usual and customary law office overhead expenses, such as local telephone charges, routine photocopying, postage costs, and expenses associated with legal research.

4. Client Option to Advance Costs

Under court rule 1:21-7(d), all costs and expenses required in prosecuting the case may be either advanced by the client or by the attorney. The client may choose either option. If the client elects to advance the money for costs and expenses, the client must pay each cost and expense as it is incurred. If client elects to have attorney advance the money for costs and expenses, the money will be borrowed by the attorney on the client's behalf at an interest rate not to exceed 1.0% above the Prime Rate.

_____ I elect to advance the money for the costs and expenses.

_____ I elect to have Rossetti & DeVoto advance the money for costs and expenses.

In the event, the claim referred to in this agreement becomes economically unfeasible to pursue, at attorney's sole discretion, client agrees that attorney may withdraw from representing client and client will not oppose such application.

5. Legal Fees. You will pay the Law Firm a legal fee if money recovered for You is greater than your costs and expenses (see paragraph 3). The fee will be based on a percentage of the net recovery. Net recovery is the total recovered on your behalf, minus the costs and expenses paid for You by the Law Firm, and minus any interest included in a judgment pursuant to R. 4:42-11(B). The fee on the net recovery will be as follows:

- 33 1/3 % on the first \$500,000 recovered;
- 30% on the next \$500,000 net recovered;
- 25% on the next \$500,000 net recovered; and
- 20% on the next \$500,000 recovered.

Fees on net recoveries exceeding \$2,000,000.00 will be determined by the court by application for reasonable fee pursuant to R. 1:21-7(f).

6. Reduced Fees for Minors or Incompetents. (Check one)

- This Agreement is not signed on behalf of a minor or an incompetent.
- This Agreement is signed on behalf of a minor or an incompetent. The legal feels will be reduced to 25% of the net recovery if this matter is settled without trial pursuant to R. 1:21-7(c)(6).

7. Alternative Fee Plan. The Law Firm has offered to represent You and charge You legal fees and expenses which You will be required to pay even if money is not recovered. You have rejected this and have instead agreed to pay the contingent fees as set forth in the Agreement.

8. Increased Legal Fees. As indicated under R. 1:21-7(f), the Law Firm may ask that the Court require You to pay a greater legal fee if the Law Firm has not been adequately compensated for time and effort. A copy of any request to the Court will be forwarded to You. The Court will then decide whether or not to increase the legal fees.

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 given a signed copy of the Agreement.

Law Firm:

Agreed and Accepted

By _____
Attorney

Client

Client