

**GARBER LAW**  
A PROFESSIONAL CORPORATION

JOEL WAYNE GARBER

Certified by the Supreme  
Court of New Jersey as a  
Civil Trial Attorney

Admitted in PA and NJ

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Admitted in PA and NJ



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**CONTINGENT AGREEMENT TO PROVIDE LEGAL SERVICES**

THIS AGREEMENT, dated \_\_\_\_\_, 20 \_\_\_\_, made between

\_\_\_\_\_ the Client(s), whose address is

\_\_\_\_\_, hereinafter referred to as "You" and GARBER LAW, whose address is 1200 Laurel Oak Road, Suite 104, Voorhees, New Jersey 08043, hereinafter 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 \_\_\_\_\_. You agree that the Law Firm will make a claim on your behalf against others who are responsible for your injuries or damages. You feel those who are responsible are: \_\_\_\_\_.
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.** If the Law Firm recovers money for you, in addition to legal fees, you will be required to pay for all expenses in connection with the institution and prosecution of your claim. Such expenses may include, among other things, experts' fees and expenses for other testimony or evidence, court costs, accountants' fees, appraisers' fees, briefs, transcripts on appeal, photocopying, telephone and postage expenses and expenses associated with legal research.  
Be advised that if you borrow money against your case or sell an interest in your case, the firm will require repayment of all costs and expenses at the time of borrowing or sale and you will be responsible to advance all future costs and expenses at the time said costs and expenses are incurred.
4. **Legal Fees.** If the Law Firm recovers money for you that 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 is the total recovered on your behalf, minus your costs and expenses and minus any interest included in a judgment pursuant to R. 4:43-11(b). The fee will be as follows:



33-1/3% of the first \$750,000 recovered;

30% on the next \$750,000 recovered;

25% on the next \$750,000 recovered;

20% on the next \$750,000 recovered.

Fees on net recoveries exceeding \$3,000,000.00 will be determined by the Court by application for reasonable fee pursuant to R. 1:21-7(f).

**5. Reduced Fees for Infants or Incompetents. (Check One)**

\_\_\_\_\_ This agreement is not signed on behalf of any infant or incompetent.

\_\_\_\_\_ The legal fees will be reduced to 25% of the net recovery if this matter is settled without trial.

**6. 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 for in this Agreement.

**7. 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.

**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 this Agreement.

**LAW FIRM:**

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

\_\_\_\_\_  
Client