

Kearns & Duffy, P.C.

3648 Valley Road, P.O. Box 56
Liberty Corner, New Jersey 07938
Tele. (908) 647-7773 ♦ Fax (908) 647-2314

Retainer/Fee Agreement

Name: _____, (hereafter known as "Client")

Address: _____

1. The Client hereby agrees to retain the Law Firm of Kearns & Duffy to represent him/her with respect to all claims arising out of an incident that occurred on or about _____.
2. Although the Client has been advised of his/her right to retain an attorney under an arrangement whereby he/she would compensate the attorney on the basis of the reasonable value of the services provided, the Client and attorney agree that the attorney shall be paid a fee, contingent in whole or part, to be computed as follows:
 - a. 33 1/3% on the first \$500,000 recovered;
 - b. 30% on the next \$500,000 recovered;
 - c. 25% on the next \$500,000 recovered;
 - d. 20% on the next \$500,000 recovered;
 - e. Where the amount of recovered is for the benefit of a Client who is an infant or incompetent, the fee on any money recovered by the settlement without trial shall not exceed 25%.
3. In the event there is no recovery, except as may otherwise be specified above, the Client shall not be obligated to pay the attorney a fee for services rendered.
4. The above contingent fee shall be computed on the net recovery arrived upon by deducting from the gross recovery all disbursements in connections with the institution and prosecution of this claim, including investigation expenses, expenses for expert or other testimony or evidence, (which sums shall be expended at the sole discretion of the supervising attorney), and the costs of briefs and transcripts on appeal.
5. The fee shall include legal services rendered on any appeal, review proceeding or retrial, but this shall not be deemed to require the attorney to take that appeal.
6. The attorney reserves the right, pursuant to R.1:21-7(f), to make further application to the Assignment Judge on written notice to the Client for an additional fee should the attorney, at the conclusion of the matter, deem the fee provided under this arrangement to be inadequate.

Dated this _____ day of _____, 201__.

Attorney: _____ Client: _____