

RETAINER FOR LEGAL SERVICES

I/ We _____, hereby retain Basch & Keegan, LLP, to prosecute or adjust a claim against _____ arising from a _____ accident that occurred on _____ and gives them the exclusive right to take all necessary steps to enforce the claim(s) and obtain a recovery on my/our behalf.

FEE: I/we hereby agree to pay Basch & Keegan, LLP, 33 1/3 percent of any settlement, verdict or recovery made on my/our behalf, in accordance with the option selected below. If there is no settlement, verdict or recovery made on my/our behalf, I/we will owe nothing to Basch & Keegan, LLP.

NO-FAULT: In automobile cases, Basch & Keegan, LLP, will help you obtain no fault benefits without charge. In the event that a lawsuit is filed to recover wrongfully denied or terminated no fault benefits, I/we hereby agree to pay Basch & Keegan, LLP, 33 1/3 percent of any settlement, verdict or recovery made on my/our behalf, in accordance with the option selected below.

SUM/UM: In the event that there is a recovery made on my/our behalf for uninsured motorist benefits (UM) or supplemental underinsured motorist benefits (SUM), I/we hereby agree to pay Basch & Keegan, LLP, 33 1/3 percent of any settlement, verdict or recovery made on my/our behalf, in accordance with the option selected below.

APPEALS: Appellate and surrogate work is not included in the above contingent fee. I/we agree that Basch & Keegan, LLP, will be compensated at the rate of \$400.00 per hour for appellate and surrogate work, plus the costs and disbursements required for any appeal or surrogate filings, all to be paid in advance of the work unless otherwise agreed.

OPTION: Clients must choose one of the following options

Option One: Client pays all costs and expenses in advance, regardless of the outcome of this matter. The attorney's fee is computed on the net sum recovered after deducting from the amount recovered expenses and disbursements, including filing fees, medical record retrieval costs, stenographer fees, expert reports and testimony, investigative services, and other services properly chargeable to the enforcement of the claim or prosecution of the action;

OR

Option Two: Basch & Keegan, LLP pays all costs and expenses, and is only reimbursed for the costs and expenses if there is a settlement, verdict or other recovery on client's behalf. The attorney's fee is computed on the gross (total) sum recovered before deducting costs and expenses. Basch & Keegan, LLP will pay all costs and expenses of the action, and the client will not remain responsible for all costs and expenses in the event the claim or action is dismissed or otherwise rejected by any court of competent jurisdiction.

The following reflects the financial consequences of each of the above two options, using as an example a case in which there is a recovery of \$100,000 and costs and expenses in the case are \$10,000. *These numbers are used only as an example to illustrate the above options:*

Option Number One Example (The Client Pays All Costs And Expenses in Advance, Regardless of the Outcome of this Matter:

Option Number Two Example (Basch & Keegan Pays for All Costs and Expenses, and is Reimbursed Only If There Is A Settlement, Verdict or Recovery Obtained:

Total Recovery	\$100,000.00
Less Expenses & Disbursements:	-\$ 10,000.00
Less 33 1/3 of remaining \$90,000:	-\$ 30,000.00
Client's recovery:	\$ 60,000.00

Total Recovery	\$100,000.00
Less 33 1/3 of \$100,000:	-\$ 33,333.33
Less expenses & disbursements	-\$ 10,000.00
Client's recovery	\$ 56,666.67

I/we understand and agree that, if the client has selected Option One, Basch & Keegan, LLP reserves the right, in its sole discretion, to elect to make payment in the first instance of some or all costs, expenses and disbursements, so as not to hinder the enforcement of the claim or prosecution of the action. If Basch & Keegan, LLP has advanced these payments, the client understands that he or she remains fully responsible to reimburse Basch & Keegan, LLP for such costs, expenses and disbursements. If Basch & Keegan, LLP elects not to make payment in the first instance of some or all costs, expenses and disbursements, the client will advance and prepay to Basch & Keegan, LLP all such costs, expenses and disbursements as they are incurred or anticipated for the enforcement of the claim and the prosecution of the action. Basch & Keegan, LLP may, at any time, require the client to deposit with Basch & Keegan, LLP a specified amount of money, as Basch & Keegan, LLP deems appropriate, in order for such costs, expenses and disbursements to be paid.

Examples of expenses and disbursements include, but are not limited to, fees for filing a lawsuit; service of process; costs that doctors, hospitals and medical facilities charge to provide medical records and bills; stenographic fees for depositions; investigator fees; doctor fees to write narrative reports; doctor fees to prepare and testify at trial; subpoena fees; mediator, arbitrator and/or special master fees; costs for demonstrative diagrams and evidence; computerized research fees; and all other necessary and incidental expenses and disbursements incurred on the client's behalf.

In computing the attorney's fee, the costs obtained from any defendant, including interest upon a judgment, shall be deemed part of the amount recovered. For the following or similar items there shall be no deduction in computing such percentages: Medicare, Medicaid and Social Services liens, and any other lien; assignments; judgments; amounts owed to hospitals, doctors and other healthcare professionals; or liens or subrogation claims made by any insurer.

I/we hereby bind my/our heirs, executors and legal representatives to this agreement.

Dated: _____

X _____

X _____