

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT dated _____, 2010, is made
BETWEEN the Client(s):
whose address is:

_____, referred to as "You",

AND: MARC D. GARFINKLE, whose address is 2070 Millburn Avenue, Suite 1, Maplewood, NJ 07040,
Referred to as the "LAW FIRM".

1. YOUR INJURY OR DAMAGES. You have been injured or suffered damages as a result of an accident 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 you 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. LAW FIRM is hereby authorized at the sole discretion of LAW FIRM to retain the services of another lawyer or law firm to represent me.

3. COST AND EXPENSES. In addition to legal fees, you must pay the following costs and expenses: Expert fees, court costs, accountants' fees, appraisers' fees, service fees, investigators' fees, deposition costs, mileage to and from court or meetings or depositions will be charged at the rate of 33.3/mile, photocopying charges at 6 cents/page, telephone toll costs, postage, tolls, parking and any other expenses in this matter.

The LAW FIRM will either require that you pay these expenses in advance or that you repay the LAW FIRM if they make these payments for you. LAW FIRM is not required to advance any of the aforesaid costs and expenses. You are to pay same upon request from LAW FIRM.

4. LEGAL FEES. If the LAW FIRM recovers money for you, which 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 (the total recovered for all clients named in this AGREEMENT, minus your costs and expenses). The fee will be as follows:

- (1) 33-1/3% on the first \$500,000.00 recovered;
- (2) 30% on the next \$500,000.00 recovered;
- (3) 25% on the next \$500,000.00 recovered;
- (4) 20% on the next \$500,000.00 recovered;
- (5) On all amounts recovered in excess of the above, by application for reasonable fee in accordance with the provisions of Rule 1:21-7 of the Rules of Court; and
- (6) Where the amount recovered is for the benefit of an infant or incompetent, the foregoing limits shall apply, except that the fee on any amount recovered by settlement without trial shall not exceed 25%.

5. ALTERNATIVE FEE PLAN. The LAW FIRM 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 fee, as set forth in this AGREEMENT.

6. 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: MARC D. GARFINKLE

By: _____
MARC D. GARFINKLE, Attorney

, Client.