

THE LAW OFFICE OF RICK J. LASHER, PLLC
27 Phipps Lane
Plainview, New York 11803
Phone: (631) 252-6001

NEGLIGENCE RETAINER AGREEMENT

1. _____ retain(s) **THE LAW OFFICE OF RICK J. LASHER, PLLC** and _____ (hereinafter jointly referred to as "Attorneys"), to investigate and prosecute or adjust a claim for damages which arose on or about _____, and give them the exclusive right to take all legal steps to enforce such claim. I/We agree not to settle the claim without the written consent of _____.

2. **THE LAW OFFICE OF RICK J. LASHER, PLLC** attorney's fee shall be **33 1/3%** of all sums recovered by any settlement, lawsuit, mediation, arbitration or otherwise, and is to be calculated by one of the following two means: associates

Option "A"

If you choose to be personally responsible for all expenses and disbursements to be incurred with reference to the matter. If so, you agree to pay such expenses or reimburse **THE LAW OFFICE OF RICK J. LASHER, PLLC** within thirty (30) days after receipt of an itemized statement. Such a statement may be served at any time during the course of the investigation or litigation. If the matter is dismissed or rejected by a Court of competent jurisdiction before trial or results in an adverse verdict in favor of the defendant(s) after a trial, you agree to pay all expenses or disbursements advanced by **THE LAW OFFICE OF RICK J. LASHER, PLLC** and/or all unpaid expenses or disbursements within thirty (30) days after receipt of an itemized statement. If you choose this option and the matter is successfully resolved, all expenses and disbursements advanced by **THE LAW OFFICE OF RICK J. LASHER, PLLC** and all those which remain unpaid, will be deducted from the gross amount recovered and then the legal fee of thirty-three and one-third (33 1/3%) percent will be calculated.

Option "B"

Alternatively, you may choose to have **THE LAW OFFICE OF RICK J. LASHER, PLLC** pay all expenses and disbursements. In the event of a dismissal or rejection by a Court of competent jurisdiction before trial or an adverse verdict after trial, you will NOT be personally responsible for payment of such expenses or disbursements. In the event you choose this option, the legal fee of thirty-three and one-third, (33 1/3%) percent will be calculated on the amount of the total settlement, verdict, mediation, arbitration or otherwise and all expenses and disbursements will then be deducted from your net amount after deduction of such a legal fee.

You must choose option **A or B** by checking one of the following boxes and initializing it.

- Expense Option **A** ____ (initial)
- Expense Option **B** ____ (initial)

3. **NO-FAULT PROCESSING FEE:** If this Retainer Agreement is entered for the processing of a claim for personal injuries arising from a motor vehicle accident wherein “No-Fault” insurance is applicable, it is agreed that the undersigned shall pay a fee of \$350.00 (THREE HUNDRED FIFTY DOLLARS) upon the successful conclusion of the case for the processing of statutory “No-Fault” BENEFITS. This charge represents a lien on any proceeds of the case in favor of the attorney for professional services rendered in processing the No-Fault benefits.

4. **ADVANCE PROCESSING FEE:** This Retainer Agreement does not include legal services provided in furtherance of processing contingent loan applications secured out of the proceeds of the claims subject of the instant Agreement, In the event that **THE LAW OFFICE OF RICK J. LASHER, PLLC** is requested to assist in facilitating any such advance, **THE LAW OFFICE OF RICK J. LASHER, PLLC** shall be entitled to a fee calculated by an hourly rate of \$275.00 an hour with a minimum of two (2) hours being billable to the Client. Any charges incurred by the Client in furtherance hereof shall be deducted from the net amount recovered on behalf of the client in connection with the underlying personal injury matter and shall be immediately payable upon distribution of all proceeds are dispersed. Furthermore, **THE LAW OFFICE OF RICK J. LASHER, PLLC** reserves the right, at any time, to reject the Client’s request for services in connection with securing an advance as set forth above.

5. Any lien or assignment on your claim in favor of any third party shall be payable out of your share of any recovery and shall not limit or reduce the attorney's fee.

6. **THE LAW OFFICE OF RICK J. LASHER, PLLC** may engage the services of an outside entity or law firm for resolution of any Medicare, Medicaid or private health insurance company lien and/or any necessary Surrogate's Court proceeding, and the fees paid to such entity or law firm will be treated as a disbursement and expense in the case.

7. **THE LAW OFFICE OF RICK J. LASHER, PLLC**, in its sole discretion, may utilize the services of a third party lender, namely _____, to finance a part of the expenses generated or deemed necessary in the case. The principal, interest and costs of such advancements for expenses will all be treated as a disbursement and expense in the case.

8. **THE LAW OFFICE OF RICK J. LASHER, PLLC** is not obligated to appeal any such adverse judgment, verdict, decision or order and is not liable for any statutory costs associated therewith or to pay any judgment entered against you.

9. If **THE LAW OFFICE OF RICK J. LASHER, PLLC** agrees to appeal from any such adverse determination, it shall be governed by and subject to a separate agreement and additional fee.

10. If you discharge **THE LAW OFFICE OF RICK J. LASHER, PLLC** as your attorney or hire other counsel, **THE LAW OFFICE OF RICK J. LASHER, PLLC** shall immediately be repaid its disbursements and expenses and have its legal fee determined to be a percentage of the recovery, either at the time of discharge or at conclusion of the claim or lawsuit.

11. **THE LAW OFFICE OF RICK J. LASHER, PLLC** has the right to reject this matter after investigation or at any stage in the litigation without further obligation.

12. You were referred to **THE LAW OFFICE OF RICK J. LASHER, PLLC** by:
_____ who is jointly retained with **THE LAW OFFICE OF RICK J. LASHER, PLLC**, as set forth in paragraph 1, as your "Attorneys" and responsible for your representation and shall share in the attorney's fee, in the following percentage (_____) and to which you consent.

Signature

Signature

Address

Phone Number

Email

Dated: _____

THE LAW OFFICE OF RICK J. LASHER by:
