

## **OUR RETAINER AGREEMENTS**

Here are samples of our Retainer Agreements which determine the recovery of our legal fees once we have been successful in recovering compensation on behalf of a victim in a personal injury matter.

As indicated above, our fees are contingent upon our office being successful and recovering monies on your behalf whether resulting from the commencement of a lawsuit, settlement or verdict after a trial. Therefore, if we do not recover monies on your behalf, we are not entitled to a fee for our services. This is true notwithstanding any expenses or disbursements advanced by our office or the fact that we may have expended substantial time working on a case for weeks, months or even years including court appearances and considerable time on trial. Knowing it is impossible to guarantee results, we assume and accept this risk once we have been retained on a case we have evaluated and determined has merit.

### **A. Sample of a Retainer Agreement in a personal injury case which does not involve medical, dental or podiatric malpractice:**

#### **RETAINER AGREEMENT**

**TO: LAW OFFICES OF IRA M. PERLMAN, ESQ. and ROBERT D. ROSEN, ESQ.**

230 Park Avenue - Suite 1000

55 Bryant Avenue - Penthouse Suite

New York, New York 10169

/

Roslyn, New York 11576-1158

212-689-5000

516-535-6666

The undersigned, \_\_\_\_\_, (hereinafter referred to as the \_\_\_\_\_), hereby retains the **LAW OFFICES OF IRA M. PERLMAN, ESQ. and ROBERT D. ROSEN, ESQ.**, (hereinafter referred to as **the law offices**) to prosecute or adjust a claim for damages arising from an accident, incident and/or occurrence which took place on \_\_\_\_\_ and which resulted in personal injuries and all other attendant damages sustained by the Client(s) and/or the wrongful death of the decedent through the negligence, wrongdoing, conduct and/or omissions of other companies, entities and/or individuals.

The Client(s) hereby gives the law offices the exclusive right to take all legal steps necessary to enforce said claim(s). In consideration of the legal services rendered and to be rendered by the law offices, the Client(s) agrees to pay to the law offices an attorneys' fee as follows:

Thirty-three and One-third (33<sup>a</sup>%) percent of the sum recovered, whether recovered by suit, settlement or otherwise.

If the within claim(s) pertains to any action involving an infant (a person under the age of 18 years) or a decedent, said attorneys= fee shall be paid with the approval and/or consent of the Court.

The attorneys= fee shall be computed on the net sum recovered after deducting from the amount recovered all expenses and/or disbursements that are incurred by the law offices on behalf of the Client(s). The law offices agree to pay the expenses and/or disbursements which are necessary to prosecute the above-mentioned claim(s) which may include but are not limited to such items as investigation expenses; costs to obtain medical records/reports; expert testimony and reports; filing fees with the Courts; costs necessary to serve legal papers; costs for transcripts of depositions; exhibit blow-ups; photographs; messenger services and all other expenses and/or disbursements properly chargeable to the handling of claims or prosecution of this action. In computing the attorneys= fee, any interest calculated and/or costs upon any judgment entered by the Court shall be deemed part of the amount recovered.

There shall be no deduction from the amount recovered in computing the attorneys= fee for the following items: any personal lien of the Client; any lien in favor of any hospital, medical clinic or any other health care provider concerning any monies due and owing; medical liens on behalf of any doctors or any other medical providers; any liens on behalf of any insurance carrier pertaining to any No-Fault benefits, Worker=s Compensation or the like; any Medicaid/Social Services/Medicare Liens or the like. Such items shall be paid from the Client(s) share of the recovery.

In the event extraordinary legal services are required, the law offices may apply to the Court for greater compensation than is set forth in this Retainer Agreement.

It is understood and agreed that in the event an appeal is necessary from any adverse findings by a Court or jury, or in opposition to any appeal taken by any other party, this Retainer shall apply to any disposition on appeal, whether or not such appeal is processed by the law offices substitute counsel or otherwise. It is further understood that in the event an appeal is necessary, the Client(s) will be

required to make appropriate arrangements to retain an Appellate attorney, either recommended by the law offices or chosen on their own, to prosecute any such appeals.

It is further understood that this Retainer does not require the law offices to provide any legal services relating to appeals, settlement or litigation of liens, creation and administration of supplemental needs trusts or guardianships, social security disability, Surrogate Court proceedings, collection and enforcement of judgments and/or the recovery of no-fault benefits. If arrangements are made (whether or not by this office) for any legal services in this paragraph with outside counsel, then all attorneys' fees associated with these legal services shall be paid by the client(s) separately or from his, her or their share of recovery unless payment for said attorneys' fees are mandated from some other source under the law. If the law offices does agree to provide for any services in this paragraph then the law offices shall have the right to request and enter into a separate fee arrangement for said legal services in this paragraph.

This Retainer is further taken ~~Asubject to investigation~~ by the law offices until such time the investigation has been completed. In the event the investigation conducted by said attorneys is satisfactory, the law offices will file a Retainer Statement with the Office of Court Administration and will confirm the Retainer with the Client(s). In the event the investigation conducted by the law offices is unsatisfactory and the law offices elect not to proceed further, the Client(s) will be notified.

Dated: \_\_\_\_\_, 201\_\_  
X\_\_\_\_\_  
\_(L.S.)

Dated: \_\_\_\_\_, 201\_\_ X\_\_\_\_\_(L.S.)

Witness: \_\_\_\_\_(L.S.)  
Signatures

**B. Sample of a Retainer Agreement in a personal injury case involving medical, dental or podiatric malpractice:**

RETAINER AGREEMENT

TO: LAW OFFICES OF IRA M. PERLMAN and ROBERT D. ROSEN

230 Park Avenue - Suite 1000

55 Bryant Avenue - Penthouse Suite

New York, New York 10169

/

Roslyn, New York 11576-1158

212-689-5000

516-535-6666

The \_\_\_\_\_ undersigned,  
(hereinafter referred to as the AClient(s)@) residing at

\_\_\_\_\_ hereby retains the LAW OFFICES OF IRA M. PERLMAN, ESQ.  
and ROBERT D. ROSEN, ESQ., (hereinafter referred to as Athe law offices@) to prosecute or adjust  
a claim for damages arising from medical, dental or podiatric malpractice which occurred on and/or during  
\_\_\_\_\_ and which resulted in personal injuries and all  
other attendant damages sustained by the Client(s) and/or the wrongful death of the decedent, through  
the negligence, malpractice, wrongdoing, conduct and/or omissions of other doctors, hospitals, facilities,  
providers, entities and/or individuals.

The Client(s) hereby gives the law offices the exclusive right to take all legal steps necessary  
to enforce said claim(s). In consideration of the legal services rendered and to be rendered by the law  
offices the Client(s) agrees to pay to the law offices an attorneys= fee as follows:

- (i) 30 per cent of the first \$250,000.00 of the sum recovered; and
- (ii) 25 per cent of the next \$250,000.00 of the sum recovered; and
- (iii) 20 per cent of the next \$500,000.00 of the sum recovered; and
- (iv) 15 per cent of the next \$250,000.00 of the sum recovered; and
- (v) 10 per cent of any amount over \$1,250,000.00 of the sum recovered.

If the within claim(s) pertains to any action involving an infant (a person under  
the age of 18 years) or a decedent, said attorneys= fee shall be paid only with

the approval and/or consent of the Court.

The attorneys= fee shall be computed on the net sum recovered after deducting from the amount recovered all expenses and/or disbursements that are incurred by the law offices on behalf of the Client(s). The law offices agree to pay the expenses and/or disbursements which are necessary to prosecute the above-mentioned claim(s) which may include but are not limited to such items as investigation expenses; costs to obtain medical records/reports; expert testimony and reports; filing fees with the Courts; costs necessary to serve legal papers; costs for transcripts of depositions; exhibit blow-ups; photographs; messenger services and all other expenses and/or disbursements properly chargeable to the handling of claims or prosecution of this action. In computing the attorneys= fee, any interest calculated and/or costs upon any judgment entered by the Court shall be deemed part of the amount recovered.

There shall be no deduction from the amount recovered in computing the attorneys' fee for the following items: any personal lien of the Client; any lien in favor of any hospital, medical clinic or any other healthcare provider concerning any monies due and owing; medical liens on behalf of any doctors or any other medical providers; any liens on behalf of any insurance carrier pertaining to any No-Fault benefits, Worker's Compensation or the like; any Medicaid/Social Services/Medicare Liens or the like. Such items shall be paid from the Client(s) share of the recovery.

In the event extraordinary legal services are required, the law offices may apply to the Court for greater compensation than is set forth in this Retainer Agreement.

It is understood and agreed that in the event an appeal is necessary from any adverse findings by a Court or jury, or in opposition to any appeal taken by any other party, this Retainer shall apply to any disposition on appeal, whether or not such appeal is processed by the law offices, substitute counsel or otherwise. It is further understood that in the event an appeal is necessary, the Client(s) will be required to make appropriate arrangements to retain an Appellate attorney, either recommended by the law offices or chosen on their own, to prosecute any such appeals unless the law offices provides these services as stated in the following paragraph.

It is further understood that this Retainer does not require the law offices to provide any legal services relating to appeals, settlement or litigation of liens, creation and administration of supplemental needs trusts or guardianships, social security disability, Surrogate Court proceedings, collection and enforcement of judgments and/or the recovery of no-fault benefits. If arrangements are made (whether or not by this office) for any legal services in this paragraph with outside counsel, then all attorneys' fees associated with these legal services shall be paid by the client(s) separately or from his, her or their share of recovery unless payment for said attorneys' fees are mandated from some other source under the law. If the law offices does agree to provide for any services in this paragraph then the law offices shall enter into a separate fee arrangement for said legal services in this paragraph which shall be paid by the client(s) separately or from his, her or their share of recovery unless payment for said attorneys' fees are mandated from some other source under the law.

This Retainer is further taken ~~Asubject to investigation~~ by the law offices until such time the investigation has been completed. In the event the investigation conducted by said attorneys is satisfactory, the law offices will file a Retainer Statement with the Office of Court Administration and

will confirm the Retainer with the Client(s). In the event the investigation conducted by the law offices is unsatisfactory and the law offices elect not to proceed further, the Client(s) will be notified.

Dated: \_\_\_\_\_, 201\_\_ \_\_\_\_\_(L.S.)

Dated: \_\_\_\_\_, 201\_\_ \_\_\_\_\_(L.S.)

Witness: \_\_\_\_\_(L.S.)

Signatures