

CONTINGENCY FEE PRE-LITIGATION SETTLEMENT ENGAGEMENT LETTER

Date: [Insert Date]

Client Name: [Insert Client Name]

Address: [Insert Client Address]

Re: Legal Representation for [Insert Description of Claim/Incident]

Dear [Insert Client Name],

This letter confirms that [Insert Law Firm Name] ("Attorney") will represent you ("Client") in connection with a potential pre-litigation settlement regarding [Insert Brief Description of Case].

1. Scope of Representation

The Attorney will provide legal services limited to investigating, negotiating, and attempting to settle your claim prior to the filing of a formal lawsuit. This agreement does not cover representation in court, trial, or appeals unless a separate written agreement is signed.

2. Contingency Fee Arrangement

The Client agrees to pay the Attorney a legal fee based on a percentage of the total gross recovery obtained. The fee is calculated as follows:

- [Insert Percentage, e.g., 33.3%] of any recovery obtained before a lawsuit is filed.

If no recovery is obtained, the Client owes no legal fees to the Attorney.

3. Costs and Expenses

In addition to the legal fee, the Client is responsible for out-of-pocket costs (e.g., medical record fees, expert consultations, postage). These costs will be:

[Choose one: Advanced by the Attorney and deducted from the settlement / Paid upfront by the Client].

4. Settlement Authority

The Attorney will not settle the Client's claim without the Client's express consent. The Client agrees to consider all settlement offers seriously.

5. Termination of Services

The Client may terminate this agreement at any time. The Attorney may withdraw from representation if the claim is determined to lack merit or for any other reason permitted by professional conduct rules. If the Client terminates the agreement after a settlement offer has been made, the Attorney may be entitled to a lien for the value of work performed.

6. Governing Law

This agreement is governed by the laws of the State of [Insert State].

Please sign and return this letter to signify your acceptance of these terms.

Sincerely,

[Insert Attorney Name]
[Insert Law Firm Name]

CLIENT ACCEPTANCE

I have read, understood, and agree to the terms set forth above.

Signature: _____ Date: _____