

[Law Firm Name]  
[Address]  
[City, State, Zip Code]

[Date]

[Client Name]  
[Client Address]  
[City, State, Zip Code]

**RE: Engagement for Legal Services - Contingency Fee Agreement**

Dear [Client Name],

This letter sets forth the terms upon which [Law Firm Name] ("the Firm") will represent [Client Name] ("the Client") in connection with legal claims against [Adverse Party Name] regarding [Brief Description of Matter].

**1. Scope of Representation**

The Firm will provide legal counsel and litigation services related specifically to the matter described above. This engagement does not include appeals, counterclaims filed against the Client in unrelated matters, or any other legal services unless agreed upon in writing.

**2. Contingency Fee Arrangement**

The Client will not be charged hourly rates for professional services. Instead, the Firm's legal fee will be a percentage of the "Gross Recovery" obtained. Gross Recovery includes any money or value received via settlement, judgment, or award before the deduction of costs and expenses. The fees are as follows:

- [Percentage]% if settled prior to filing a formal complaint.
- [Percentage]% if settled or won after a complaint is filed but before trial.
- [Percentage]% if the matter proceeds to trial or arbitration.

**3. Costs and Litigation Expenses**

The Client remains responsible for out-of-pocket costs (e.g., court filing fees, expert witness fees, deposition transcripts, and travel). [Option A: Client will pay costs as they are incurred] OR [Option B: The Firm will advance costs, to be reimbursed from the Client's share of the recovery]. If there is no recovery, the Client [will/will not] be responsible for reimbursing the Firm for advanced costs.

**4. No Guarantee of Outcome**

The Firm makes no promises or guarantees regarding the successful outcome of this matter. All expressions relative to the merits of the case are matters of opinion only.

**5. Termination of Services**

The Client may terminate this representation at any time. If the Client terminates the

representation, the Firm may be entitled to a quantum meruit payment or a lien on any future recovery for the value of work performed. The Firm may withdraw from representation as permitted under the Rules of Professional Conduct.

**6. Governing Law**

This agreement shall be governed by the laws of the State of [State Name].

Please sign below to indicate your acceptance of these terms.

Sincerely,

[Attorney Name]  
[Law Firm Name]

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**ACCEPTED AND AGREED:**

\_\_\_\_\_  
[Client Name]  
Date: \_\_\_\_\_