

[Your Name]
[Your Address]
[City, State, Zip Code]
[Phone Number]
[Email Address]

[Date]

[Attorney Name/Law Firm Name]
[Opposing Counsel Address]
[City, State, Zip Code]

RE: [Your Name] v. [Debt Collector/Agency Name]
Case No.: [Case Number]
Subject: Settlement Offer Regarding Statutory Damages, Attorney's Fees, and Costs

Dear [Counsel Name],

Following the recent [judgment/settlement discussions] regarding the violations of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692 et seq., this letter serves as a formal offer to resolve the remaining issues of statutory damages, attorney's fees, and litigation costs.

Pursuant to 15 U.S.C. § 1692k(a), a debt collector who fails to comply with any provision of the FDCPA is liable for the consumer's actual damages, statutory damages up to \$1,000, and the costs of the action, together with a reasonable attorney's fee as determined by the court.

To avoid further litigation and the filing of a formal motion for fees, my client is willing to settle all claims for fees and costs according to the following terms:

- **Statutory Damages:** \$[Amount]
- **Attorney's Fees:** \$[Amount] (Representing [Number] hours at a rate of \$[Rate]/hr)
- **Litigation Costs:** \$[Amount] (Filing fees, process server, etc.)
- **Total Settlement Sum:** \$[Total Amount]

In exchange for payment of the Total Settlement Sum, my client will provide a full release of claims regarding the above-referenced matter and will file a Stipulation of Dismissal with Prejudice.

This offer is made for settlement purposes only and is subject to Federal Rule of Evidence 408. This offer will remain open until [Date/Time], after which it will be withdrawn, and we will proceed with a formal motion for fees with the Court.

We look forward to your prompt response.

Sincerely,

[Your Signature/Electronic Name]