

SAMPLE LETTER OF ENGAGEMENT

To: [Name of Client]

This letter of engagement is furnished to you in accordance with Part 1215 of the Joint Rules of the Appellate Division. Having reviewed with you the Statement of Client's Rights and the Statement of Client's Responsibilities, we have undertaken your representation in connection with the matter(s) described below:

SCOPE OF REPRESENTATION

A claim, dispute or dealings with relating to __.

All of our services in this matter will end, unless otherwise agreed upon in a writing signed by us, when there is a final agreement, settlement, decision or judgment by the court. Not included within the scope of our representation are appeals from any judgments or orders of the court. Appeals are subject to separate discussion and negotiation between our firm and you. Also not included in the scope of this agreement are services you may request of us in connection with any other matter, action or proceeding.

FEES, EXPENSES AND BILLING PRACTICE

We intend to submit a bill to you no less frequently than every 60 days. Expenses will be separately stated on the bill and our fees will be charged as indicated below [check appropriate box]:

If on contingency, the fee will be charged in accordance with the following percent or scaled percentages__. The stated percentage or percentages will be applied to the net sum recovered after the deduction of expenses. You will be liable for reimbursement of expenses whether or not there is a recovery.

On the basis of our time charges as follows:

\$ ___ per hour for the services of [name];

\$ ___ per hour for the services of [name];

A flat fee of \$ for all services within the scope of our representation as set forth above.

In consideration of our services, in matters in which the fee is based on time charges, we shall require a retainer of \$_, of which the first \$_ shall constitute our minimum fee for the services to be rendered. The retainer is to be applied to our time charges.

Our minimum fee is intended to operate as follows:

a. The time initially expended on your matter will be charged against the minimum fee. However, if your matter is concluded, whether by settlement or by judicial action, in less time than would be required to expend the minimum fee on the basis of time alone, we shall retain the minimum fee and there would be no refund of any part of the minimum fee. An additional retainer may be required as time charges warrant.

b. If our relationship is terminated in less time than would be required to expend the minimum fee on the basis of time alone, without your matter having been concluded by settlement or judicial action, then we shall not retain the entire minimum fee. Rather, in that event a fair and reasonable fee will be determined in accordance with legally accepted standards and only such portion of the minimum fee as represents such fair and reasonable fee would be retained. The elements of a reasonable fee are set forth in DR 2-106 of the Lawyer's Code of Professional Responsibility, a copy of which provision will be furnished to you upon request.

ARBITRATION

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

[Name of Law Firm]

By:

Dated: