CLIENT ENGAGEMENT LETTER NOTIFYING CLIENT OF ASSISTING ATTORNEY

(Sample | Modify as appropriate)

**CONTEXT**

This is a sample form only. Use of this letter will help to establish clear expectations and avoid misunderstandings between you and your client. It will not, however, provide absolute protection against a malpractice action.

# [INSERT REVISED LETTER]

Dear [*Client Name*]:

The purpose of this letter is to confirm, based on our conversation of [*date*], that [*Firm Name*] will represent you in [*describe matter*]. We will provide the following services: [*list services to be provided*].

Attached for your use is information on our billing and reporting procedures. Our fee is [*dollars per hour*] for services performed by lawyers of this firm and [*dollars per hour*] for services performed by our non- lawyer staff. You will also be billed for expenses and costs incurred on your behalf.

Our expectations of you are: [*list any expectations concerning payment of bills, responses to requests for information, etc.*].

This firm has not been engaged to provide the following services: [*list services that are outside the scope of the representation*].

I estimate that fees and expenses in this case will be [*provide a realistic, worst-case estimate of fees and expenses*]. Please keep in mind that this is only an estimate and that, depending on the time required and the complexity of the action, actual fees and expenses may exceed this estimate. You will be billed for actual fees and expenses.

It is very difficult to accurately predict how long it will take to conclude your case. Generally, these cases take [*provide a realistic, worst-case estimate of time to be spent on the case*]. This is only an estimate, and the actual time required to conclude this matter may be greater than expected.

I have enclosed a copy of the initial interview form. If any of the information on this form is incorrect, please notify [*Primary Contact*] immediately. If you have any questions about this information, please call [*Primary Contact*].

My objectives are to provide you with excellent legal services and to protect your interests in the event of my unexpected death, disability, impairment, or incapacity. To accomplish this, I have arranged with another attorney to assist with closing my practice in the event of my death, disability, impairment, or incapacity. That

attorney’s name is [*Attorney’s Name*]. You have the right to select another attorney of your choice to continue your representation in the event of such an occurrence. In such event, my office staff or the assisting attorney will contact you and provide you with further information about how to proceed. By signing below, you are also consenting to the assisting lawyer (1) seeing your file because it is confidential, and (2) the assisting lawyer providing any representation to the client necessary to facilitate the representation until the representation can be transferred to your new chosen counsel if applicable.

I will send you pleadings, documents, correspondence, and other information throughout the case. These copies will be your file copies. I will also keep the information in a file in my office. Please bring your file to all of our meetings so that we both have all of the necessary information available to us. When I have completed all the legal work necessary for your case, I will close my file and return original documents to you. Upon request, I will furnish you with your complete file. I will store the file for a minimum of six years. I may destroy the file after that period of time unless you instruct me in writing now to keep it longer.

If any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing this agreement. Otherwise, please sign the agreement and return it to me.

On behalf of the firm, we appreciate the opportunity to represent you in this matter. If you have any questions, please feel free to call.

Very truly yours,

*[Planning Attorney] [Date]*

I have read this letter and consent to it.

*[Planning Attorney] [Date]*

Enclosures

**ADDITIONAL RESOURCES**

Review the following Rules of Professional Conduct and Ethics Opinions located in the Appendix of this publication:

* Rule 1.2: Scope of Representation and Allocation of Authority
* Rule 1.5: Fees
* RPC 209: Disposing of Closed Client Files
* 2008 FEO 10: Guidelines for Fees Paid in Advance