

Sample Letters

Disclaimer

The following sample letters are to be used as a guide or example, and must be adjusted to suit your client's needs. Lawyers Mutual Insurance Company of Kentucky hereby disclaims any and all responsibility or liability that may be asserted or claimed arising from, or claimed to have arisen from, reliance upon the use of any of these samples by any person.

Sample Letters And Optional Paragraphs

The basis for the following sample letters and optional paragraphs are taken from a variety of sources to include the state bars of California and Wisconsin, and several Internet risk management websites. They have been edited as necessary to better accommodate Kentucky practice.

Special Situation Sample Letters

1. Business Transactions Between Client And Lawyer.

We have preliminarily agreed to the following business transaction for the purpose of *(paying my fee for representing you in the matter of _____) or (the sale of certain of your property for my private use) or (etc.):*

(describe the transaction in a manner that can be reasonably understood by the client)

I hereby advise you of the desirability of seeking the advice of independent legal counsel on this transaction. After you have obtained independent legal advice or have opted to forego such advice, please inform me if you desire to continue with this business transaction. If you do desire to continue, please sign the acknowledgement at the end of this letter.

Lawyer's Signature

Date

I hereby acknowledge that I have been informed in writing of the complete terms of the business transaction as set forth above. I find the terms fair and reasonable. I have been given a reasonable opportunity to seek independent legal advice and now desire to complete this business transaction.

Client's Signature

Date

2. Aggregate Settlements – Civil Case

You are advised that we are in the process of making an aggregate settlement of the *(claims of) or (against) the (names of all clients)*. You are advised that the following claims are covered by this aggregate settlement *(indicate the total amount of the aggregate settlement and describe the existence and nature of all the claims involved and of the participation of each person in the settlement)*.

Fees and costs are *(indicate the total fees and costs to be paid to the lawyer as a result of the aggregate settlement, if the lawyer’s fees and/or costs will be paid in whole or part, from the proceeds of the settlement or by the opposing party or parties)*. These costs will be apportioned *(explain the method by which costs including costs already paid by the lawyer as well as costs to be paid out of the settlement proceeds will be apportioned among the clients)*.

Before this aggregate settlement can be agreed, each client must give his or her informed consent. If you have any questions concerning this settlement, please contact me immediately. If you agree to the settlement as described above, please indicate your consent by signing the acknowledgement at the end of this letter.

Lawyer’s Signature

Date

I hereby acknowledge that I have been informed in writing of the complete terms of the aggregate settlement as set forth above. I hereby give my informed consent to the proposed aggregate settlement and my participation in it as indicated.

Client’s Signature

Date

3. Aggregate Settlements – Criminal Case

You are advised that we are in the process of making an aggregated agreement of the charges against *(name all accused)*. This agreement *(indicate whether guilty or nolo contendere pleas for each accused and whether there is any agreement on sentencing for each accused)*.

Before this aggregate agreement can be completed, each client must give his or her informed consent. If you have any questions concerning this agreement, please contact me immediately. If you consent to the agreement as described above, please indicate your consent by signing the acknowledgement at the end of this letter.

Lawyer's Signature

Date

I hereby acknowledge that I have been informed in writing of the complete terms of the aggregate agreement as set forth above. I hereby give my informed consent to the proposed aggregate agreement and to its terms applicable to me.

Client's Signature

Date

4. Settling a Claim or Potential Claim for Lawyer’s Liability with Unrepresented Client

I propose to settle your claim against me for *(describe in detail the claim)*. My offer to you is _____. Before we can go further with any settlement, you are advised of the desirability of seeking the advice of independent legal counsel before you accept my settlement offer.

Lawyer’s Signature

Date

I hereby acknowledge that I have been informed in writing by you of the desirability of seeking the advice of independent legal counsel before accepting your settlement offer. I have been given a reasonable opportunity to seek independent legal advice and now agree to accept your offer.

Client’s Signature

Date