



### **“Professionally Presented Debt Settlement Offers Get Better Results”**

**André Larabie**

You can present your settlement offer after you determine the most appropriate settlement that allows you to keep your doors open, or whatever the goal is. Let’s also say that you want to provide additional food for thought that may cause the creditor to accept the offer. The following might serve as an example of how one could word and present the offer:

“In light of the aforementioned considerations as to my financial conditions, XYZ Company wishes to tender a settlement offer of \$2,375.00, as a payment in full. This payment is offered as a survival payment that may allow me to continue to operate our business, even if at reduced production levels. Settlement payments to claimants in group one shall be remitted via cashier’s check within seventy-two (72) hours of acceptance. This offer shall be held open as a “priority account” until the close of business on Wednesday, May 20, 2009. A faxed response to our office will expedite dedication and payment of funds to accepting claimants.”

Another facet to consider in presenting the settlement offer is to provide options. Often it may be desirable to make a settlement offer based on a one-time payment to resolve the matter, with an alternative, perhaps indicating that a higher amount can be paid if done so in monthly payments.

In other words, one may wish to present two offers in this portion of the settlement letter. One may indicate that a one-time payment of \$2,500.00 could be viable or payments of \$250.00 per month for 13 months (\$3,250.00).

The beauty in presenting either/or offers is that both options to resolve the matter work to your benefit. Either/or offers provide for a win-win



situation because acceptance of either of the options is beneficial to you.

This is professional language that speaks logically, yet softly. Properly offered, a settlement letter also allows the creditor's representative to accept less than the total amount owed, without the creditor losing face or feeling that insult has been added to injury in this matter.

Historically, these professionally presented offers are more readily accepted. If the offer is not accepted, the door is still open to continue negotiating.