

LIMITED SCOPE REPRESENTATION REVIEWING MARITAL SETTLEMENT AGREEMENT

Dear [name]:

Enclosed is the Marital Settlement Agreement (Agreement) that you have asked me to prepare and submit to [name of spouse] for signature. Please review it carefully to be sure it is accurate and covers everything you believe you wish to submit to your spouse. Any corrections or revisions you have should be made before we present the document to [him/her].

As you review this Agreement, you should be certain that all of the representations made by you and [name of spouse] are accurate and complete. All assets in which you and [name of spouse] have any interest whatsoever must be listed in the documents. Any debts you have should also be listed.

This Agreement has been prepared at your request. I have not verified the existence or value of any of your debts or assets listed. It is my understanding that you believe, based on your personal knowledge, that you are fully aware of the nature, extent, and value of all debts and assets in this marital estate. It is my understanding that you do not want me to conduct an independent investigation in order to confirm that what you believe to be true is, in fact, accurate and complete.

You need to understand that your decision not to seek spousal support will permanently bar you from seeking it later. Please review this Agreement carefully and advise me regarding this, as well as any assets or debts that may have been overlooked.

In all cases in which I am asked to prepare documents in an “uncontested” matter, where I have done no discovery, I advise as follows:

1. Any comments I have made or advice I have given you regarding the reasonableness of the division of assets is based upon the values you have provided to me. I did not conduct an independent investigation of these assets. Therefore, I am not in a position to advise you as to the reasonableness or accuracy of the overall values. An accurate valuation of any asset can be determined only by a person who is an expert in making such valuations. In all dissolution matters, I recommend that such experts be consulted to determine, or at least confirm, the values used in reaching the division of assets. It is my understanding you do not wish to undertake the cost of hiring such experts to value your estate. You are entitled to rely upon your own opinion of value, provided you understand the risks of so doing.
2. At your instruction, I have not received (or requested) any discovery or financial information from [name of spouse]. Therefore, I am acting only as a scrivener in preparing your dissolution documents and can accept no responsibility for the substance of your agreement.
3. We have not checked the current status of the title to the real property at issue. A title report would ensure that the property is free of any liens, indebtedness, or other encumbrances of record. Absent a title report, I cannot ensure that the title is free of any clouds. For this reason, you may wish to consider obtaining a full title report on the principal residence. If you want to do this, please let me know in writing and I will ask a

title company to check the title and issue a report. The title company will charge a fee for this service.

As you are aware, the enclosed document in essence reflects the agreement that you have reached with [*name of spouse*]. Since I have not made an independent determination as to the value of assets, I cannot tell you whether your share of the assets proximates 50% of the estate. I also cannot tell you whether you would do better or worse by having a Court decide these issues.

In summary, your decision not to obtain discovery information and not to value the estate has prevented me from providing you with the full legal assistance generally given in our dissolution cases. For these reasons, I ask that you be very sure that you are satisfied with the Agreement before signing the enclosed document.

Last, I always suggest that my clients have their accountant determine whether there are any adverse tax consequences that may result from the enclosed proposal. If your accountant would like to talk to me at any time, please feel free to have him or her contact me.

[*Name of client*], after you have reviewed the Agreement, and considered the contents of this letter, please let me know if you have any revisions. I will assume that the Agreement reflects all the assets that should be included unless I hear otherwise from you. As you review the Agreement, please also note that there are a couple of shaded areas, which we should discuss, as well as blanks that need to be filled in. Also note that we need to include a legal description of your house. Once we have filled in all the blanks, we will be ready to present the Agreement to [*name of spouse*] for [*his/her*] signature.

I look forward to talking to you soon so we can wrap up these last few details.

Very truly yours,

Enclosure

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